

August 31, 2009

To Potential Offerors:

**Subject: Request for Quotations #FY10-0093**

The Hilo Medical Center (HMC), a division of the Hawaii Health Systems Corporation, an Agency of the State of Hawaii, is requesting quotations for:

**Heliport Lighting Improvement Project**

Located on the Big Island of Hawaii, Hilo Medical Center desires to hire the services of a contractor to design, furnish, and install replacement heliport lights (landing lights, spot lights, and navigational lights) in accordance with current Department of Transportation (DOT) and Federal Aviation Administration (FAA) rules, regulations, and guidelines.

**Proposal Meeting**

HMC will hold a Pre-Proposal Meeting on Wednesday, September 9, 2009 at 10:00 am to review the facility and allow time for potential contractors to ask questions. We will meet outside the west entrance ("Physician Entrance") of the Acute Hospital. If you plan on attending, please email alerting me of such to [jdansdill@hhsc.org](mailto:jdansdill@hhsc.org).

**Contract Period**

Contractors are required to submit a project timeline to complete the requested Scope of Work. This project timeline will be used to both evaluate contractor's proposal for selection and used by the Hospital will hold the Contractor accountable for the work completed.

**Scope of Work**

The Scope of Work shall be as follows:

1. Provide all equipment, supplies, and labor to reroute the existing electrical service and heliport controls out of the building known as the "Pink Palace" to other locations within the HMC campus as shown on the preliminary drawing attached as Exhibit A.
2. Provide all equipment, supplies, and labor to install new heliport lighting and control equipment in accordance with Federal Aviation Administration's Advisory Circular No. 150/5390-2B (Attached for your reference is Chapter 4. of the Circular, Hospital Heliports (Exhibit B)). Specifically, the heliport lighting and equipment the Hospital to be installed is as follows:
  - a. 4-1000w metal halide floodlights
  - b. 1-L854 FAA compliant radio controller and antenna
  - c. 1-Helipad rotating beacon

- d. 28-New lamps and green lenses for elevated perimeter lights
  - e. 1-Install windsock pole with lighting. Includes all necessary controls.
- 3. Prepare plans for the work described above in paragraphs 1 and 2. Hospital shall review the plans and must approve of them before work commences on the project.
  - 4. Ensure installed equipment is working properly and safely, including testing during various weather conditions (i.e. wind, rain, etc.). Train Hospital staff on the operation and maintenance of the installed lighting system.
  - 5. Restore all areas disrupted by work including, but not limited to, leveling and seeding grass areas, repairing contract/asphalt, patching and paintings all building surfaces, and so forth.
  - 6. Be responsible for obtaining and paying for all necessary County of Hawaii Permits.
  - 7. Provide Hospital with original copies of all project documentation; including plans, warranties, instruction manuals, etc., organized in a binder.
  - 8. Comply with HMC Policies and Procedures as they relate to contractors working on Hilo Medical Center grounds. A copy of the relevant policies and procedures are attached (Exhibit C).

**If your firm is interested in providing these services, please review the Scope of Work, and submit a written quotation by 3:00 PM, HST, Thursday, September 17, 2009. The quotation must address and contain, at a minimum, the following:**

- 1. Written acknowledgement agreeing to provide the services and are qualified pursuant to requirements of the Scope of Work;
- 2. A work plan, including a project timeline, of how the consultant will complete the tasks described in the Scope of Work; and
- 3. A detailed cost quotation outlining all costs, with a lump-sum amount to perform the services.

The selected Contractor will enter into a written Agreement, which will include the attached General and Special Conditions, with Hilo Medical Center to provide the work described above.

Please submit your quotation no later than the due date and time stated above to:

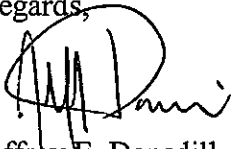
Hilo Medical Center  
1190 Waianuenue Avenue  
Hilo, Hawaii 96720-2020  
Attn: Jeff Dansdill, Contracts Manager

Quotations may be submitted via email to [jdansdill@hpsc.org](mailto:jdansdill@hpsc.org) prior to the due date and time.

Contractors submitting quotations via email shall provide an original signed hard copy to the address above within five (5) business days after the due date.

Please direct all inquiries pertaining to this request for quotation to my attention, at 808-933-2778 or via email at [jdansdill@hhsc.org](mailto:jdansdill@hhsc.org). Thank you for your interest in working with the Hilo Medical Center.

Regards,

A handwritten signature in black ink, appearing to read 'JDansdill', written over a circular stamp or seal.

Jeffrey E. Dansdill  
Contracts Manager

**KAMAN**

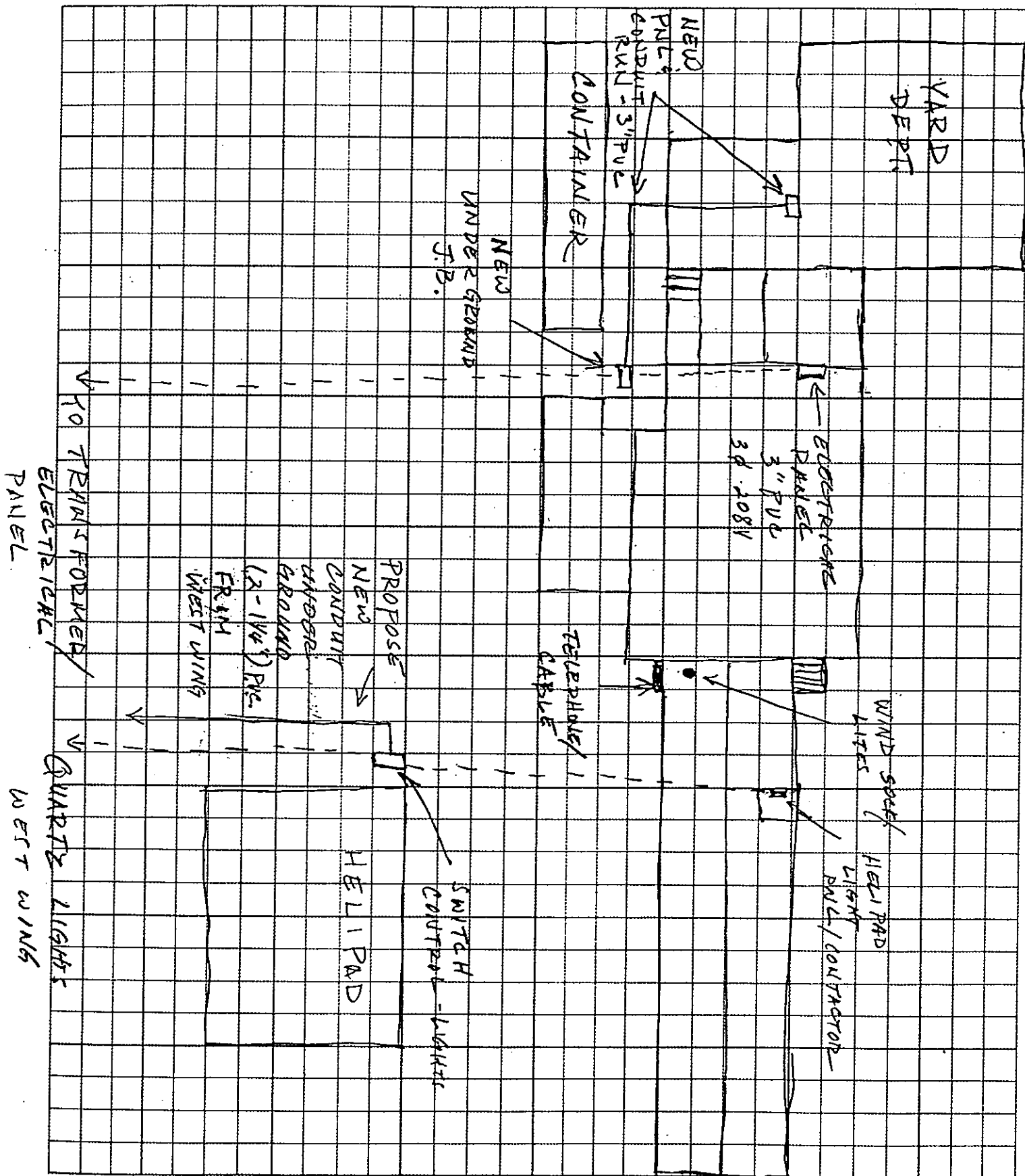


Exhibit B

## CHAPTER 4. HOSPITAL HELIPORTS

**400. GENERAL.** Helicopters have proven to be an effective means of transporting injured persons from the scene of an accident to a hospital and in transferring patients in critical need of specialized services from one hospital to another hospital having that capability. A functional hospital heliport may be as simple as a cleared area on the ground, together with a windsock and a clear approach/ departure path. Figure 4-1 illustrates the essential elements of a ground-level hospital heliport.

The heliport consists of a touchdown and lift-off area (TLOF) surrounded by a final approach and takeoff area (FATO). A safety area is provided around the FATO.

The relationship of the TLOF to the FATO and the Safety Area is shown in Figure 4-2. A FATO may NOT contain more than one TLOF.

Appropriate approach/ departure airspace, to allow safe approaches to and departures from landing sites is required. (See Paragraph 404.)

**NOTE:** *The design recommendations given in this Chapter are based on the understanding that there will never be more than one helicopter within the FATO and the associated safety area. If there is a need for more than one TLOF at a heliport, each TLOF should be located within its own FATO.*

**a. Hospital Heliports.** This chapter addresses issues that are unique to hospital heliports and issues for which the design recommendations are different than what is recommended for other categories of heliports. These recommendations address the design of a heliport that will accommodate air ambulance helicopter operations and emergency medical service (EMS) personnel and equipment.

**b. Heliport Site Selection.** Public agencies and others planning to develop a hospital heliport are encouraged to select a site capable of supporting instrument operations, future expansion, and military helicopters that will be used in disaster relief efforts.

**NOTE:** *To the extent that it is feasible and practical to do so, the standards and recommendations in this AC should be used in planning and designing improvements to an existing heliport when significant expansion or reconstruction is undertaken. However, existing hospital heliports may continue to follow the*

*recommendations and standards applicable at the time of design.*

**NOTE:** *If Federal funds are used to build or modify a hospital heliport, the facility should meet the applicable sections in chapter 2 as well as the additional recommendations in this chapter. In addition, the facility should have sufficient size and weight-bearing capability to support the nominal-sized military medevac helicopter that might land at the heliport during emergencies.*

### 401. TOUCHDOWN AND LIFT-OFF AREA (TLOF).

**a. TLOF Location.** The TLOF of a hospital heliport may be at ground level, on an elevated structure, or at rooftop level. The TLOF is normally centered within the FATO.

**b. TLOF Size.** The minimum TLOF dimension (length, width, or diameter) should be 1.0 rotor diameter (RD) of the design helicopter but not less than 40 feet (12 m).

**c. Elongated TLOF.** An elongated TLOF can provide an increased safety margin and greater operational flexibility. An elongated TLOF may contain a landing position located in the center and two takeoff positions located at either end as illustrated in Figure 4-3. The landing position should have a minimum length of 1.0 times the RD of the design helicopter

**NOTE:** *If an elongated TLOF is provided an elongated FATO will also be required. See Figure 4-3.*

**d. Ground-level TLOF Surface Characteristics.** The entire TLOF must be load bearing, either a paved surface or aggregate turf (see AC 150/5370-10, Item P-217). A paved surface is preferable to provide an all-weather wearing surface for helicopters and a firm working surface for hospital personnel and the wheeled equipment used for moving patients on gurneys. The TLOF should be capable of supporting the support the dynamic loads of the helicopter intended to use the parking area (Paragraph 806b). Portland Cement Concrete (PCC) is recommended for ground-level facilities. (An asphalt surface is "less desirable" for heliports as it may rut under the wheels or skids of a parked

helicopter, a factor in some rollover accidents.) Pavements should have a broomed or other roughened finish that provides a skid-resistant surface for helicopters and non-slippery footing for people and for moving patients on gurneys.

**e. Rooftop and Other Elevated TLOFs.**

Elevated TLOFs and any TLOF supporting structure should be capable of supporting the dynamic loads of the helicopter intended to use the facility (Paragraph 806b).

(1) Elevated Hospital Heliports. The TLOF should be elevated above the level of any obstacle, in either the FATO or the Safety Area that can not be removed. [Exception: This does not apply to frangibly mounted objects that, due to their function, must be located within the Safety Area (see paragraph 403d).

(2) Obstructions. Elevator penthouses, cooling towers, exhaust vents, fresh-air vents, and other raised features can impact heliport operations. Helicopter exhausts can impact building air quality if the heliport is too close to fresh-air vents. These issues should be resolved during facility design. In addition, control mechanisms should be established to ensure that obstruction hazards are not installed after the heliport is operational.

(3) TLOF Surface Characteristics. Rooftop and other elevated heliport TLOFs should be constructed of metal or concrete (or other materials subject to local building codes). TLOF surfaces should have a broomed pavement or other roughened finish that provides a skid-resistant surface for helicopters and non-slippery footing for people.

(4) Safety Net. When the TLOF is on a platform elevated more than 30 inches (76 cm) above its surroundings, a safety net, not less than 5 feet (1.5 m) wide, should be provided. A railing or fence should not be used since it would be a safety hazard during helicopter operations. The safety net should have a load carrying capability of 25 lb/ft<sup>2</sup> foot (122 kg/m<sup>2</sup>). The net, as illustrated in Figure 4-4, should not project above the level of the TLOF. Both the inside and outside edges of the safety net should be fastened to a solid structure.

**NOTE:** *Designers should consider state and local regulations when determining the width required for the safety net.*

(5) Access to Elevated TLOFs. OSHA requires two separate access points for an elevated

structure such as a elevated TLOF. Hospital heliports should provide access to and from the TLOF via a ramp in order to provide for quick and easy transportation of a patient on a gurney. Ramps should be built in accordance with state and local requirements. The width of the ramp, and any turns in the ramp, should be wide enough to accommodate a gurney with a person walking on each side. Straight segments of the ramp should be not less than 6 feet (1.8 m) wide. Additional width may be required in the turns. The ramp surface should provide a slip-resistant surface. The slope of the ramp should be no steeper than 12:1 (12 unit horizontal in 1 units vertical). Inside the FATO and safety area, any handrails should not extend above the elevation of the TLOF. Where a handrail complying with Appendix A of 49 CFR 37, Section 4.8, is not provided, other means should be provide to protect personnel from fall hazards.

(6) Stairs should be built in compliance with regulation 29 CFR 1910.24.

(7) Access by individual with disabilities. Heliports operated by public entities and those receiving Federal financial assistance should provide reasonable accommodation for individual with disabilities if they do not impose undue hardship (significant difficulty or expense) on the operation of the organization. Refer to paragraph 112 and AC 150/5360-14 for additional guidance.

**NOTE:** *While it is possible to move a gurney to and from the TLOF using a lift, this is not recommended since it invariably results in a delay in the movement of patients with time-critical conditioning.*

**f. TLOF Gradients.** Recommended TLOF gradients are defined in Chapter 8.

**402.FINAL APPROACH AND TAKEOFF AREA (FATO).** A hospital heliport should have at least one FATO. The FATO should contain a TLOF within its borders at which arriving helicopters terminate their approach and from which departing helicopters takeoff.

**a. FATO Location.** The hospital FATO may be at ground level, on an elevated structure, or roof top level. To avoid or minimize the need for additional ground transport, the FATO location should provide ready access to the hospital's emergency room. However, the heliport should be located so buildings and other objects are outside the Safety Area.

**b. FATO Size.**

(1) The length and width of the FATO should not be less than 1.5 times the overall length (OL) of the design helicopter. At elevations well above sea level, a longer FATO can provide increased safety margin and greater operational flexibility.

(2) The minimum distance between the TLOF perimeter and the FATO perimeter should be not less than the distance  $[0.5 \times (1.5 \text{ OL} - 1.0 \text{ RD})]$  where OL is the overall length and RD is the rotor diameter of the design helicopter.

**c. FATO Surface Characteristics.** The FATO outside of the TLOF need not be load bearing. There are some helicopter performance benefits and increased operational flexibility if the FATO outside the TLOF is load bearing. If the TLOF is marked, the FATO outside the TLOF and the Safety Area may extend into the clear airspace. If the TLOF is not marked (see Paragraph 409a) and/or it is intended that the helicopter can land any where within the FATO, the FATO outside the TLOF should, like the TLOF, be capable of supporting the dynamic loads of the design helicopter (Paragraph 806 b).

If the FATO is load bearing, the portion abutting the TLOF should be continuous with the TLOF and the adjoining edges should be at the same elevation. If it is unpaved, the FATO should be treated to prevent loose stones and any other flying debris caused by rotorwash.

**d. Mobile Objects within the FATO and the Safety Area.** The FATO and Safety Area design recommendations in this AC are based on the assumption that the FATO is closed to other aircraft if a helicopter or other mobile object is within the FATO or the associated Safety Area.

**e. FATO/FATO Separation.** If a heliport has more than one FATO, the separation between the perimeters of the two FATOs should be such that the respective safety areas do not overlap. This separation is based on the assumption that simultaneous approach/ departure operations will not take place.

**NOTE:** *If simultaneous operations are planned, greater separation will be required.*

**f. FATO Gradients.** Recommended FATO gradients are defined in Chapter 8.

**403.SAFETY AREA.** A Safety Area surrounds a FATO and should be clear of all obstacles except small, frangible objects that, because of their function, must be located there.

**a. Safety Area Width.** The minimum recommended width of a Safety Area is dependent upon the heliport markings. The Safety Area width is dependent upon the use of the TLOF perimeter markings (paragraph 409a(1)), the FATO edge perimeter (paragraph 409a(2) and 409a(3)), and the hospital heliport identification marking in paragraph 409b. Table 4-1 shows how the minimum recommended Safety Area width varies as a function of heliport markings. The recommended size of the Safety Area in Table 4-1 is increased if the TLOF perimeter is not marked. The minimum recommended width of the Safety Area is the same on all sides.

**b. IFR Safety Area Width.** RESERVED.

**c. Mobile Objects within the Safety Area.** See paragraph 402d.

**d. Fixed Objects within a Safety Area.** No fixed object should be permitted within a Safety Area, except for frangibly mounted objects that, due to their function, must be located there. Those objects whose functions require them to be located within the Safety Area should not exceed a height of 8 inches (20 cm) nor penetrate the approach/ departure surfaces or transitional surfaces.

**e. Safety Area Surface.** The Safety Area need not be load bearing. Figure 4-5 depicts a non-load-bearing Safety Area. If the Safety Area is load bearing, the portion abutting the FATO should be continuous with the FATO and the adjoining edges should be at the same elevation. This is needed in order to avoid the risk of catching a helicopter skid or wheel. The Safety Area should be treated to prevent loose stones and any other flying debris caused by rotor wash.

**f. Safety Gradients.** Recommended Safety Area gradients are defined in Chapter 8.

**404.VFR APPROACH/ DEPARTURE PATHS.** The purpose of approach/ departure airspace as shown in Figure 4-6 is to provide sufficient airspace clear of hazards to allow safe approaches to and departures from landing sites.

**a. Number of Approach/ Departure Paths.** Approach/ departure paths should be such that

downwind operations are avoided and crosswind operations are kept to a minimum. To accomplish this, a heliport should have more than one approach/ departure paths. The preferred flight approach/ departure path should, to the extent feasible, be aligned with the predominate wind. Other approach/ departure paths should be based on the assessment of the prevailing winds or when this information is not available the separation between such flight paths and the preferred flight path should be at least 135 degrees. (See Figure 4-6).

Hospital facilities may have only single approach/ departure path although a second flight path provides additional safety margin and operational flexibility.

**b. VFR Approach/ Departure and Transitional Surfaces.** An approach/ departure surface is centered on each approach/ departure path. Figure 4-6 illustrates the approach/ departure (primary and transitional) surfaces.

The approach/ departure path starts at the edge of the FATO and slopes upward at 8:1 (8 units horizontal in 1 unit vertical) for a distance of 4000 ft (1219 m) where the width is 500 ft (152 m) at a height of 500 ft (152 m) above the elevation of TLOF surface.

The transitional surfaces start from the edges of the FATO parallel to the flight path center line, and from the outer edges of approach/ departure surface, and extend outwards at a slope of 2:1 (2 units horizontal in 1 unit vertical) for a distance of 250 ft (76 m) from the centerline. The transitional surfaces start at the edge of the FATO opposite the approach/ departure surfaces and extend to the end of the approach/ departure surface. See Figure 4.6.

**NOTE:** *The transitional surface is not applied on the FATO edge opposite the approach/ departure surface.*

The approach/ departure surface should be free of penetrations. Any penetration of the transitional surface should be considered a hazard unless an FAA aeronautical study determines that it will not have a substantial adverse effect upon the safe and efficient use of this airspace. Paragraph 108b provides guidance on how to identify and mitigate such hazards to air navigation.

The transitional surfaces need not be considered if the size of the approach/ departure surface is increased for a distance of 2000 ft. (610 m) as shown in Figure 4-7. The lateral extensions on each side of the 8:1 approach/ departure surface starts at the width

of the FATO and is increased so that at a distance of 2000 ft (610 m) from the FATO it is 100 ft (30 m) wide. Penetrations of area A or area B, but not both, shown on Figure 4-7 by obstacles may be allowed providing the penetrations are marked or lighted and not considered a hazard.

**NOTE:** *When the standard surface is incompatible with the airspace available at the heliport site, no operations may be conducted unless helicopter performance data supports a capability to safely operate using an alternate approach/ departure surface. The site would be limited to those helicopters meeting or exceeding the required performance and approved by the FAA.*

**c. Marking and Lighting of Objects that are Difficult to See.** See paragraph 411.

**d. Periodic Review of Obstructions.** Heliport operators should reexamine obstacles in the vicinity of approach/ departure paths on at least an annual basis. This reexamination should include an appraisal of the growth of trees in close proximity to approach and departure paths. Paragraph 108 provides guidance on how to identify and mitigate obstruction hazards.

**e. Curved VFR Approach/ Departure Paths.** VFR approach/ departure paths may curve in order to avoid objects or noise-sensitive areas. More than one curve in the path is not recommended. Heliport designers are encouraged to use the airspace above public lands, such as freeways or rivers.

**NOTE:** *In the next revision of this AC, the FAA intends to provide details on the minimum dimensions of curved approach/ departure airspace.*

**405. MAGNETIC RESONANCE IMAGERS (MRI).** Hospital equipment, such as an MRI used in diagnostic work, can create a strong magnetic field that will cause temporary aberrations in the helicopter's magnetic compass and may interfere with other navigational systems. Heliport proponents should be alert to the location of any MRI with respect to the heliport location. A warning sign alerting pilots to the presence of an MRI is recommended. Steps should be taken to inform pilots of the locations of MRIs and other similar equipment. For additional information, see reference 42 in Appendix 4.

**406. WINDSOCK.**



**a. Specification.** A windsock conforming to AC 150/5345-27, *Specification for Wind Cone Assemblies*, should be used to show the direction and magnitude of the wind. The windsock should provide the best possible color contrast to its background.

**b. Windsock Location.** The windsock should be located so it provides the pilot with valid wind direction and speed information in the vicinity of the heliport under all wind conditions.

(1) The windsock should be sited so it is clearly visible to the pilot on the approach path when the helicopter is at a distance of 500 feet (152 m) from the TLOF.

(2) Pilots should also be able to see a windsock from the TLOF.

(3) To avoid presenting an obstruction hazard, the windsock should be located outside the Safety Area and it should not penetrate the approach/ departure or transitional approach/ departure surfaces.

(4) At many landing sites, there may be no single, ideal location for the windsock. At other sites, it may not be possible to site a windsock at the ideal location. Consequently, more than one windsock may be required in order to provide the pilot with all the wind information needed for safe operations.

**c. Windsock Lighting.** For night operations, the windsock should be internally lighted, or externally illuminated to ensure that it is clearly visible.

**407.TAXIWAYS AND TAXI ROUTES.** At hospital heliports with no parking or refueling area outside the TLOF(s), no taxi route or taxiway is required. If helicopters taxi outside the TLOF(s), the recommendations on paragraph 207 should be followed.

**408.HELICOPTER PARKING.** A separate helicopter parking area is required at heliports that will accommodate more than one helicopter at a time. At hospital heliports with a parking or refueling area outside the safety area, the recommendations in paragraph 208 should be followed.

**409.HELIPORT MARKERS AND MARKINGS.** Markers and/or surface markings should identify the facility as a heliport. Surface markings may be paint,

reflective paint, reflective markers, or preformed material. Lines/markings may be outlined with a 6-inch wide (15 cm) line of a contrasting color to enhance conspicuity. The following markers and markings should be used.

**a. TLOF and FATO Perimeter Markings.** The perimeter of the TLOF and/or FATO should be marked. The perimeter of the FATO should be defined with markers and/or lines. It is suggested that the TLOF perimeter should also be defined with markers and/or lines since this provides a greater safety margin than marking only one perimeter. However, this greater safety margin may also be achieved by increasing the size of the Safety Area. Paragraph 403a and Table 4-1 recommend that the size of the Safety Area should be increased if the TLOF perimeter is not marked. [Exception: It is recognized that the FATO perimeter will not be marked a portion of the FATO is NOT a load-bearing surface. In such cases, the TLOF perimeter should be marked.]

(1) TLOFs. The perimeter of a paved or hard-surfaced TLOF should be defined with a continuous, 12-inch wide (30 cm) white line (see Figures 4-8 and 4-9). The perimeter of an unpaved TLOF should be defined with a series of 6-inch (15 cm) wide, flush, in-ground markers, each approximately 5 feet (1.5 m) in length with end-to-end spacing of not more than 6 inches (15 cm). While a paved TLOF is not required, it is suggested in order to provide an all-weather wearing surface for helicopters and a firm working surface for hospital personnel and the wheeled equipment used in moving patients.

(2) Unpaved FATOs. The perimeter of an unpaved FATO should be defined with 12-inch-wide (30 cm) flush, in-ground markers. The corners of the FATO should be defined and the perimeter markers should be 12 inches (30 cm) in width, approximately 5 feet (1.5 m) in length, and with end-to-end spacing of approximately 5 feet (1.5 m). (See Figure 4-8).

(3) Paved FATOs. The perimeter of a paved FATO should be defined with a 12-inch wide (30 cm) dashed white line. The corners of the FATO should be defined, and the perimeter marking segments should be 12 inches (30 cm) in width, approximately 5 feet (1.5 m) in length, and with end-to-end spacing of approximately 5 feet (1.5 m). (See Figure 4-9.)

**b. Hospital Heliport Identification Marking.** The identification marking is intended to identify the

location as a hospital heliport, mark the TLOF, and provide visual cues to the pilot.

(1) **Standard Marking.** A red H in a white cross, with a white border if required, should mark the TLOF. The H should be oriented on the axis of the preferred approach/ departure path. A bar may be placed under the H when it is necessary to distinguish the preferred approach/ departure direction. Arrows and/or landing direction lights (see paragraph 410d) may also be used to indicate one or more preferred approach/ departure directions. Figure 4-10a illustrates the requirements of the standard hospital marking. The cross may, as an option, have a 12 inch (30 cm) red border and the background TLOF area outside the white cross can be red.

(2) **Alternative Marking.** As an alternative to the standard marking, a red H with a white 6 inch (15 cm) wide border within a red cross with a 12 inch (30 cm) wide white border and a surrounding red TLOF may be used. Where it is impractical for the whole TLOF to be painted red, the minimum dimension (length, width, or diameter) of the outer red area should be 1.0 RD of the design helicopter but not less than 40 feet (12.2 m). Figure 4-10b illustrates this alternative marking.

**NOTE:** *In winter weather at a heliport with a dark TLOF surface, the marking in Figure 4-10b will absorb more heat from the sun and more readily melt residual ice and snow. In contrast, the white area in upper figure in Figure 4-10a is more likely to be icy during winter weather. Consequently, in areas that experience ice and snow, the markings of in Figure 4-10b should be used for unheated TLOFs.*

**c. Taxi Route and Taxiway Markings.** If a hospital heliport has a taxiway or taxi route, the recommendations of paragraph 207 should be followed.

**d. Apron Markings.** If a hospital heliport has an apron area, the recommendations of paragraph 209d should be followed.

**e. Parking Position Markings.** If a hospital heliport has a parking position the recommendations of paragraph 208 should be followed.

**f. Closed Heliport.** All markings of a permanently closed heliport, FATO, or TLOF should be obliterated. If it is impractical to obliterate markings, a yellow X should be placed over the H, as illustrated in Figure 4-11. The yellow X should be large enough to ensure early pilot recognition that the

heliport is closed. The windsock(s) and other visual indications of an active heliport should also be removed.

**g. TLOF Size Limitations.** The TLOF should be marked to indicate the rotor diameter of the largest helicopter for which the TLOF is designed. (The rotor diameter should be given in feet. Metric equivalents should NOT be used for this purpose.) This marking should be centered in the lower section of a TLOF size/weight limitation 'box'. The numbers should be 3 ft (0.9 m) high (see Appendix Figure A3-1). The numbers should be black with a white background. When viewed from the preferred approach direction, this TLOF size/weight limitation 'box' should be located in the TLOF in the lower right-hand corner, or the on right-hand of a circular TLOF. (see Figure 4-12)

**h. Elevated TLOF Weight Limitations.** If a TLOF has limited weight-carrying capability, it should be marked, in units in thousands of pounds. (A number 12 indicates a weight-carrying capability of up to 12,000 pounds. Metric equivalents should NOT be used for this purpose.) This marking should be located in the center of the upper section of a TLOF size/weight limitation 'box' of dimensions indicated in Figure 4-12. The numbers should be 3 ft (0.9 m) high (see Appendix Figure A3-1). The numbers should be black with a white background. If the TLOF does not have a weight limit a diagonal line, extending from the lower left hand corner to the upper right hand corner, should be added to the upper section of the TLOF size/weight limitation 'box'. When viewed from the preferred approach direction, this marking should be located on the TLOF in the lower right-hand corner, as illustrated in Figure 4-12 or the lower right-hand quadrant of a circular TLOF.

**i. Equipment/Object Marking.** Heliport maintenance and servicing equipment, as well as other objects used in the airside operational areas, should be made conspicuous with paint, reflective paint, reflective tape, or other reflective markings. Particular attention should be given to marking objects that are hard to see in marginal visibility, such as at night, in heavy rain, or in fog.

**j. Marking Obstructions Outside the Approach/ Departure Airspace.** See paragraph 411.

**k. Marking Proportions.** See Appendix 3 for guidance on the proportions of painted numbers.

**410.HELIPORT LIGHTING.** For night operations, the TLOF, the FATO, taxiways and taxi routes, and the windsock need to be lighted as described within this paragraph. AC 150/5340-28, *Low Visibility Taxiway Lighting System*; AC 150/5340-24, *Runway and Taxiway Edge Lighting System*; and AC 150/5345-46, *Specification for Runway and Taxiway Light Fixtures*; contain technical guidance on lighting equipment and installation details. Helipoint lighting ACs are available at <http://faa.gov/arp>

**a. Ground-level TLOF-Perimeter Lights.**

Flush green lights should define the TLOF perimeter. A minimum of three flush light fixtures is recommended per side of a square or rectangular TLOF. A light should be located at each corner with additional lights uniformly spaced between the corner lights with a maximum interval of 25 feet (8 m) between lights. An even number of lights (at least eight should be used) uniformly spaced, with a maximum interval of 25 feet (8 m) between lights may be used to define a circular TLOF. Flush lights should be located within 1 foot (30 cm) inside or outside of the TLOF perimeter. Figure 4-13 illustrates these lights.

If only the TLOF is load bearing flush lights are recommended, but raised green omni-directional lights may be used. Raised lights should be located outside and within 10 foot (3m) of the edge of the TLOF and should not penetrate a horizontal plane at the TLOF elevation by more than 2 inches (5 cm).

**b. Elevated TLOF-Perimeter Lights.** The TLOF perimeter should be lit with green lights. If flush lights are used, they should be located within 1 foot of the TLOF perimeter. If raised omni-directional lights are used, they should be located on the outside edge of the TLOF or outer edge of the safety net, as shown in Figure 4-4. The raised lights should not penetrate a horizontal plane at the TLOF elevation by more than 2 inches (5 cm). In areas where it snows in the winter, the outside edge is the preferred location. (Lights on the inside edge of the safety net are prone to breakage during snow removal.) Lighting on the outside edge also provides better visual cues to pilots at a distance from the heliport since they outline a larger area.

**c. Load Bearing FATO-Perimeter Lights.** Green lights should define the perimeter of a load-bearing FATO. A minimum of three flush or raised light fixtures is recommended per side of a square or rectangular FATO. A light should be located at each corner with additional lights uniformly spaced

between the corner lights, with a maximum interval of 25 feet (7.6 m) between lights. An even number of lights (at least eight should be used) uniformly spaced with a maximum interval of 25 feet (7.6 m) between lights may be used to define a circular FATO.

**NOTE:** *In the case of an elevated FATO with a safety net, the perimeter lights should be mounted in a similar manner as discussed in Paragraph 4-10b.*

(1) At a distance during nighttime operations, a square or rectangular pattern of FATO perimeter lights provides the pilot with better visual cues than a circular pattern. Thus, a square or rectangular pattern of FATO perimeter lights is preferable even if the TLOF is circular.

(2) If flush lights are used, they should be located within 1 foot (30 cm) inside or outside of the FATO perimeter. See Figure 4-13.

(3) If raised light fixtures are used, they should be no more than 8 inches (20 cm) high and should be located 10 feet (3.05 m) out from the FATO perimeter. (See Figure 4-14.)

**d. Landing Direction Lights.** Landing direction lights are an optional feature to be installed when it is necessary to provide directional guidance. Landing direction lights are a configuration of five yellow, omni-directional L-861 lights on the centerline of the preferred approach/ departure path. These lights are spaced at 15ft (4.6 m) intervals beginning at a point not less than 20 feet (6 m) and not more than 60 feet (8 m) from the TLOF perimeter and extending outward in the direction of the preferred approach/ departure path, as illustrated in Figure 4-15.

**e. Taxi Route and Taxiway Lighting.** See paragraph 407.

**f. Heliport Identification Beacon.** A heliport identification beacon is optional equipment. It should be installed when it is needed to aid the pilot in visually locating the heliport. When installed, the beacon, flashing white/green/yellow at the rate of 30 to 45 flashes per minute, should be located on or close to the heliport. Guidance on heliport beacons is found in AC 150/5345-12, *Specification for Airport and Heliport Beacon*. There may be merit in making operation of the beacon controllable from the approaching helicopter to ensure it is "on" only when required.

**g. Floodlights.** Floodlights may be used to illuminate the TLOF, the FATO, and/or the parking area. To eliminate the need for tall poles, these floodlights may be mounted on adjacent buildings. Care should be taken, however, to place floodlights clear of the TLOF, the FATO, the Safety Area, and the approach/ departure surfaces and any required transitional surfaces. Care should be taken to ensure that floodlights and their associated hardware do not constitute an obstruction hazard. Floodlights should be aimed down and provide a minimum of 3-foot candles (32 lux) of illumination on the apron surface. Floodlights that might interfere with pilot vision during takeoff and landings should be capable of being turned off.

**h. Lighting of Obstructions.** See paragraph 411.

**411.MARKING AND LIGHTING OF OBSTRUCTIONS.** Marking and lighting of obstructions within the approach/ departure airspace is discussed in paragraph 108b. This paragraph discusses marking and lighting of obstructions in close proximity but outside and below the approach/ departure surface.

**a. Background.** Unmarked wires, antennas, poles, cell towers, and similar objects are often difficult to see, even in the best daylight weather, in time for a pilot to successfully take evasive action. While pilots can avoid such objects during en route operations by flying well above them, approach and departure require operation near the ground where obstacles may be in close proximity.

**b. Airspace.** If difficult-to-see objects penetrate the object identification surfaces illustrated in Figure 4-16, these objects should be marked to make them more conspicuous. If operations are conducted at a heliport between dusk and dawn, these difficult-to-see objects should be lighted. Guidance on marking and lighting objects is contained in AC 70/7460-1, *Obstruction Marking and Lighting*. The object identification surfaces in Figure 4-16 can also be described as follows:

(1) In all directions from the Safety Area, except under the approach/ departure paths, the object identification surface starts at the Safety Area perimeter and extends out horizontally for a distance of 100 feet (30.5 m).

(2) Under the approach/ departure surface, the object identification surface starts from the outside edge of the FATO and extends horizontally

out for a distance of 800 feet (244 m). From this point, the object identification surface extends out for an additional distance of 3,200 feet (975 m) while rising on a 8:1 slope (8 units horizontal in 1 unit vertical). From the point 800 feet (244 m) from the FATO perimeter, the object identification surface is 100 feet (30.5 m) beneath the approach/ departure surface.

(3) The width of the safety surface increases as a function of distance from the Safety Area. From the Safety Area perimeter, the object identification surface extends laterally to a point 100 feet (30.5 m) outside the Safety Area perimeter. At the upper end of the surface, the object identification surface extends laterally 200 feet (61 m) on either side of the approach/ departure path.

**c. Shielding of Objects.** If there are a number of obstacles in close proximity, it may not be necessary to mark all of them if they are shielded. To meet the shielding guidelines a object would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation. Additional guidance on this topic may be found in 14 CFR Part 77.15(a), Construction or alterations not requiring notice.

**412.SAFETY ENHANCEMENTS.** Some safety enhancements to be considered in the design of a heliport are discussed below. Other areas such as the effects of rotor downwash may need to be addressed based on site conditions and the design helicopter.

**a. Access Limitations.** The operational areas of a hospital heliport should be kept clear of people, animals, and vehicles. The method used to control access depends upon the helicopter location and types of potential intruders.

(1) **Safety Barrier.** At ground-level hospital heliports, one method is to erect a safety barrier around the helicopter operational areas. This barrier may take the form of a fence, wall, or hedge. It should be no closer to the operating areas than the outer perimeter of the Safety Area. Barriers should not penetrate any approach/ departure (primary or transitional) surface. Thus, in the vicinity of the approach/ departure paths, the barrier may need to be well outside the outer perimeter of the Safety Area.

(2) Any barrier should be high enough to present a positive deterrent to persons inadvertently entering an operational area and yet low enough to be non-hazardous to helicopter operations.

(3) Guards and barriers. Hospital heliport operators may choose to secure their operational areas via the use of security guards and a mixture of fixed and movable barriers. Training of personnel should be considered as a part of any security program.

(4) Access. At some locations, it may be appropriate to restrict access to airside areas through controlled entryways. Entryways should display a cautionary sign similar to that illustrated in Figure 4-17. Training of personnel should be considered as a part of any security program.

**b. Rescue and Fire Fighting Services.** Heliports should meet the criteria of NFPA 418, Standards for Heliports, and NFPA 403, Aircraft Rescue Services and applicable state/local codes. A fire hose cabinet or extinguisher should be provided at each access gate/door and each fueling location. At elevated TLOFs, fire hose cabinets, fire extinguishers, and other fire fighting equipment should be located adjacent to, but below the level of, the TLOF. NFPA standards are available at National Fire Protection Association web site <http://www.nfpa.org>.

**c. Turbulence.** Air flowing around and over buildings, stands of trees, terrain irregularities, etc. can create turbulence that may affect helicopter operations. (Reference 41 in Appendix 4.)

(1) Ground-level Heliports. Helicopter operations from sites immediately adjacent to buildings and other large objects are subjected to air turbulence effects caused by such features. Therefore, it may be necessary locate the TLOF away from such objects in order to minimize air turbulence in the vicinity of the FATO and the approach/departure paths.

(2) Elevated Heliports. Elevating heliports 6 feet (1.8 m) or more above the level of the roof will generally minimize the turbulent effect of air flowing over the roof edge. While elevating the platform helps reduce or eliminate the air turbulence effects, a safety net may be required (see paragraph 401e (4)).

**d. Communications.** A UNICOM radio may be used to provide arriving helicopters with heliport and traffic advisory information but may not be used

to control air traffic. The Federal Communications Commission (FCC) should be contacted for information on UNICOM licensing.

**e. Weather Information.** An AWOS measures and automatically broadcasts current weather conditions at the heliport site. When an AWOS is installed, it should be located at least 100 feet (30.5 m) and not more than 700 feet (213 m) from the TLOF perimeter. Locate the AWOS so that its instruments will NOT be affected by rotor wash from helicopter operations. Guidance on AWOS systems is found in AC 150/5220-16, *Automated Weather Observing Systems (AWOS) for Non-Federal Applications*.

**f. Winter Operations.** Swirling snow raised by a helicopter's rotor wash can cause the pilot to lose sight of the intended landing point. Swirling snow on takeoff can hide objects that need to be avoided. At least the TLOF, the FATO, and as much of the Safety Area as practical should be kept free of snow. Heliport design should take into account the methods and equipment to be used for snow removal. The heliport design should allow the snow to be removed sufficiently so the snow will not present an obstruction hazard to either the tail rotor or the main rotor. Guidance on winter operations is found in AC 150/5200-30, *Airport Winter Safety and Operations*. (Exception: In cases where the FATO is much larger than the minimum requirement, it may not be necessary to clear all of this additional area.)

**413.ZONING AND COMPATIBLE LAND USE.** Where state and local statutes permit, the hospital heliport sponsor is encouraged to promote the adoption of the following zoning measures to ensure that the heliport will continue to be available and to protect the investment in the facility.

**a. Zoning to Limit Building/Object Heights.** General guidance on drafting an ordinance that would limit building and object heights is contained in AC 150/5190-4, *A Model Zoning Ordinance to Limit Height of Objects Around Airports*. The ordinance should substitute the heliport surfaces on the model ordinance.

**b. Zoning for Compatible Land Use.** A zoning ordinance may be enacted, or an existing ordinance modified, to control the use of property within the heliport approach/ departure path environment. The ordinance should restrict activities to those that are compatible with helicopter operations.

c. **Air Rights and Property Easements** are options that may be used to prevent the encroachment

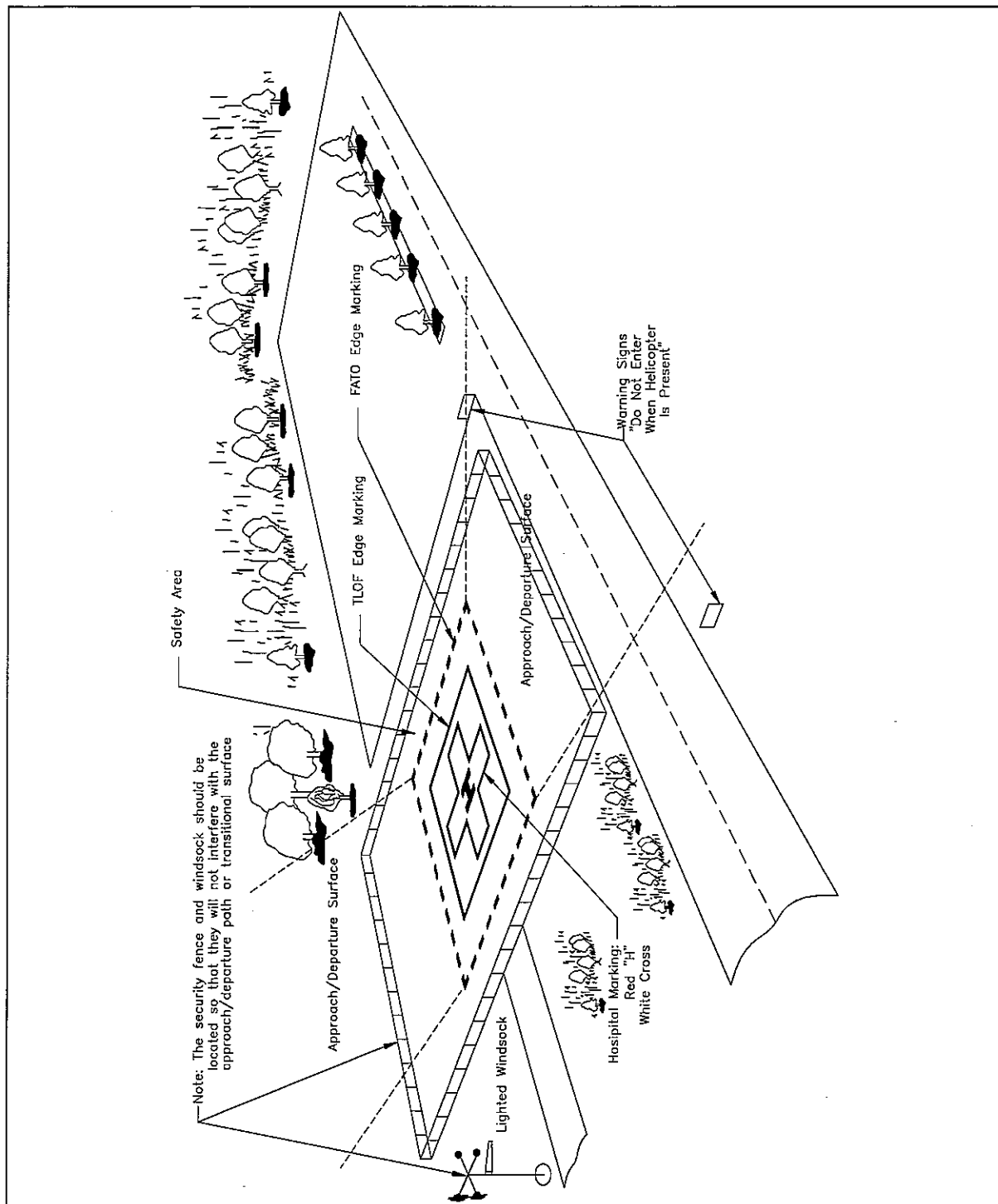
of obstacles in the vicinity of a heliport.

**Table 4-1. Minimum VFR Safety Area Width as a Function Hospital Heliport Markings**

TLOF perimeter marked:	Yes	Yes	No	No
FATO perimeter marked:	Yes	Yes	Yes	Yes
Standard Hospital marking symbol:	Yes	No	Yes	No
Hospital heliports:	1/3 RD but not less than 10 ft (3 m)**	1/3 RD but not less than 20 ft (6 m)**	½ OL but not less than 20 ft (6 m)	½ OL but not less than 30 ft (9 m)

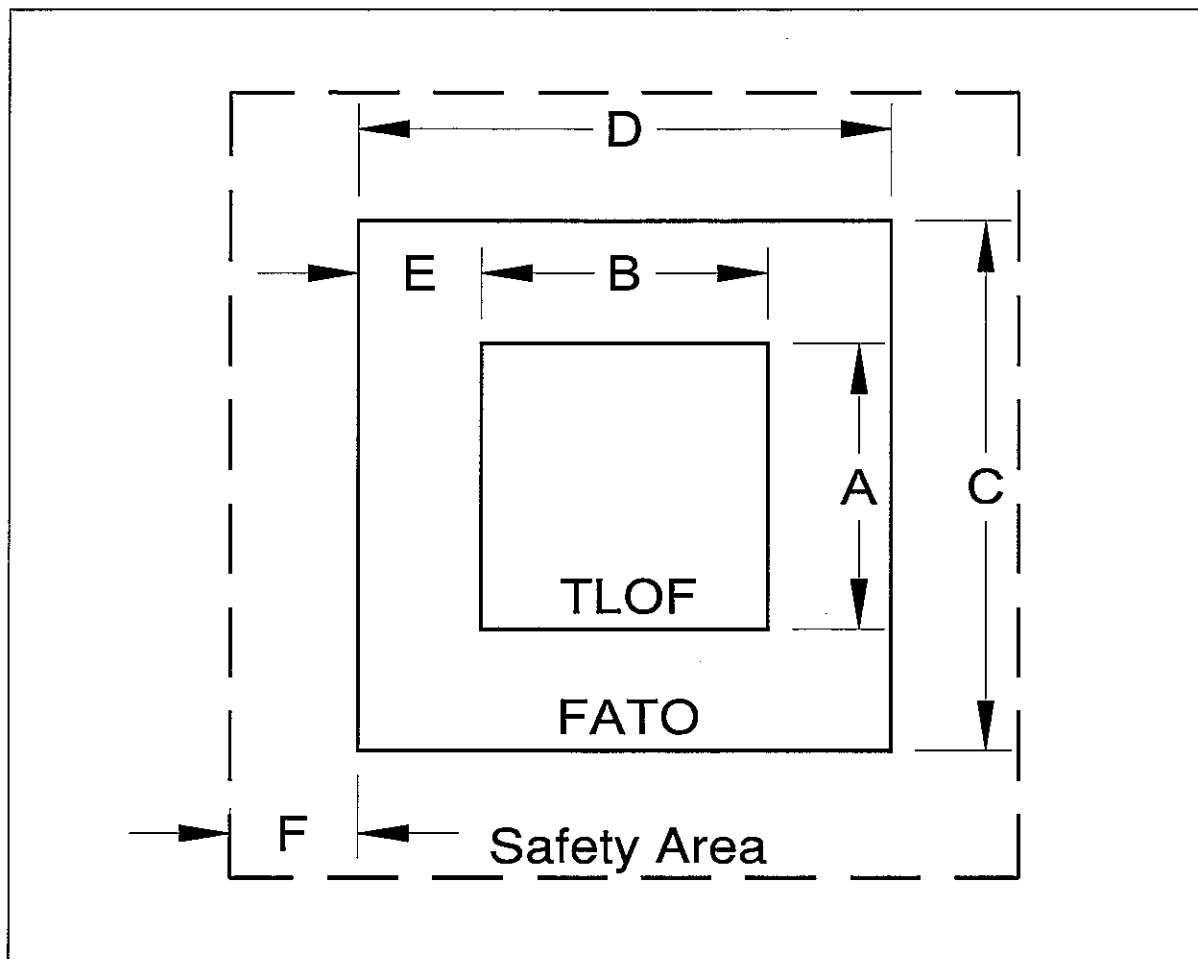
OL: overall length of the design helicopter  
RD: rotor diameter of the design helicopter

\*\* Also applies when the FATO is NOT marked. The FATO should not be marked if (a) the FATO (or part of the FATO) is a non-load bearing surface and (b) the TLOF is elevated above the level of a surrounding load bearing area.



**NOTE:** Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-1. Essential Elements of a Ground-level Hospital Heliport:**  
**HOSPITAL**

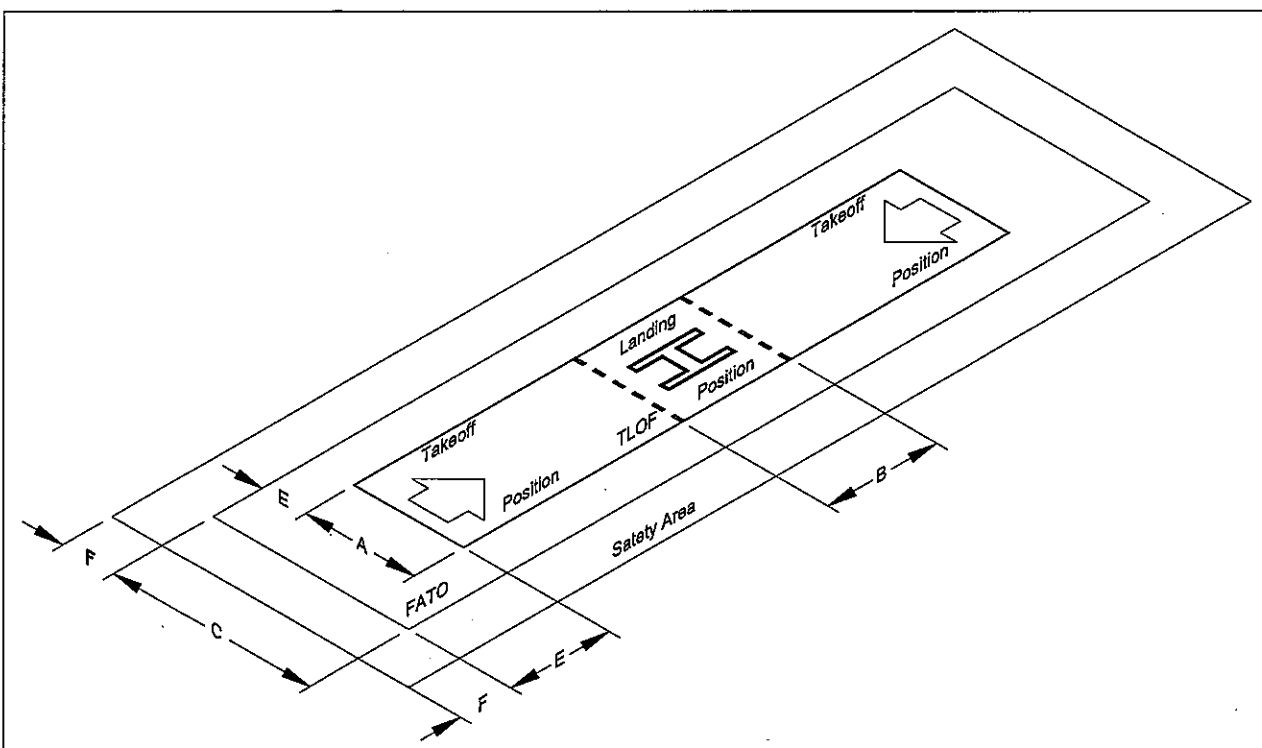


- A – Minimum TLOF Width: 1.0 RD but not less than 40 ft. (12 m)  
 B – Minimum TLOF Length: 1.0 RD but not less than 40 ft. (12 m)  
 C – Minimum FATO Width: 1.5 OL  
 D – Minimum FATO Length: 1.5 OL  
 E – Minimum separation between the perimeters of the TLOF and the FATO  $[0.5(1.5 OL - 1.0 RD)]$   
 F – Minimum Safety Area Width: See Table 4-1

RD: Rotor diameter of the design helicopter  
 OL: Overall length of the design helicopter

**Figure 4-2. TLOF/FATO/Safety Area Relationships and Minimum Dimensions:  
 HOSPITAL**





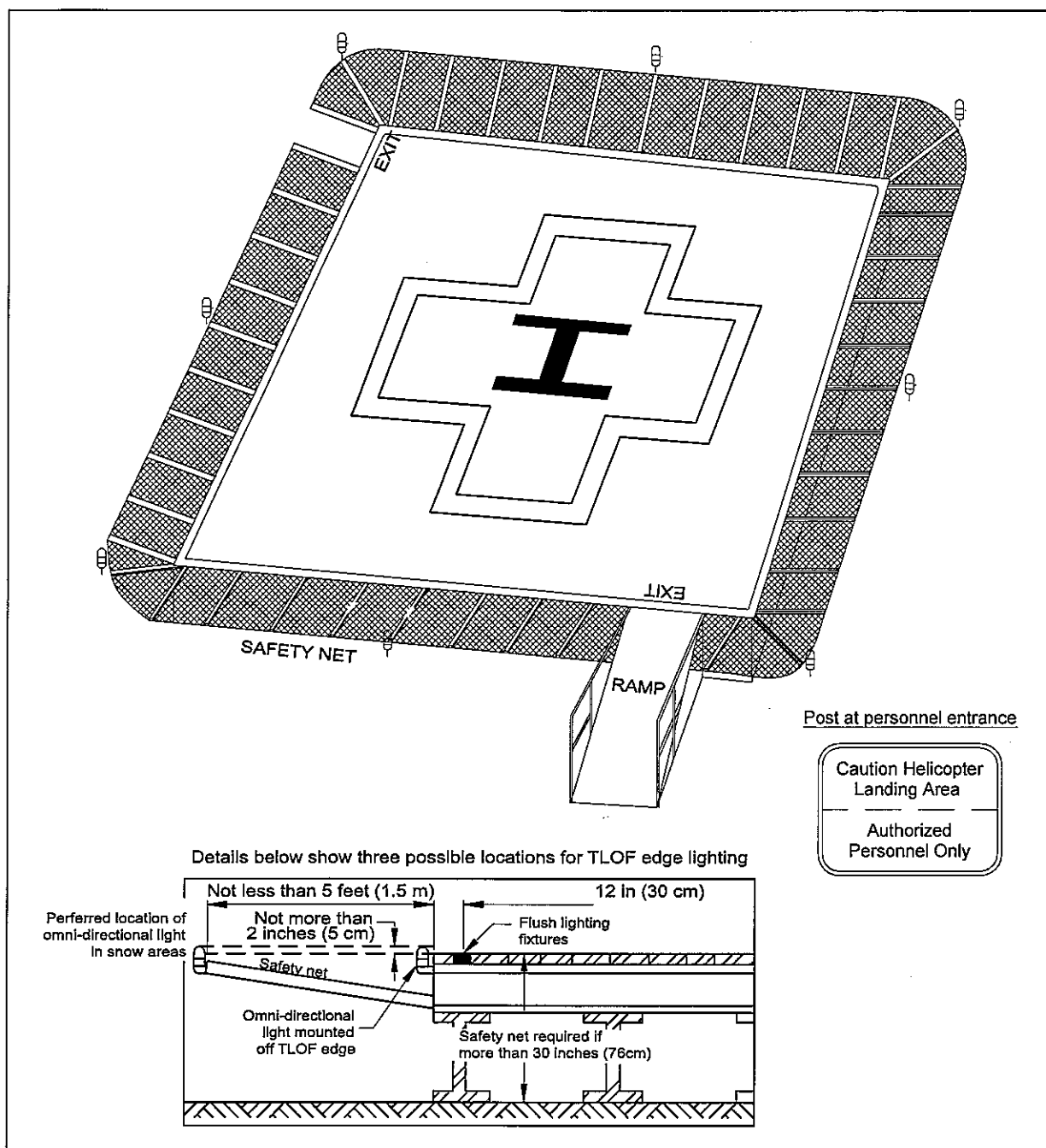
- A. Minimum TLOF width: 1.0 RD but not less than 40 ft (12 m)
- B. Minimum landing position length: 1.0 RD but not less than 40 ft (12 m)
- C. Minimum FATO width: 1.5 OL
- E. Minimum separation between the perimeters of the TLOF and the FATO  $[0.5(1.5 \text{ OL} - 1.0 \text{ RD})]$
- F. Minimum Safety Area width: See Table 4-1

RD: Rotor diameter of the design helicopter

OL: Overall length of the design helicopter

**NOTE:** Rotor diameter and weight limitation markings are not shown for simplicity.

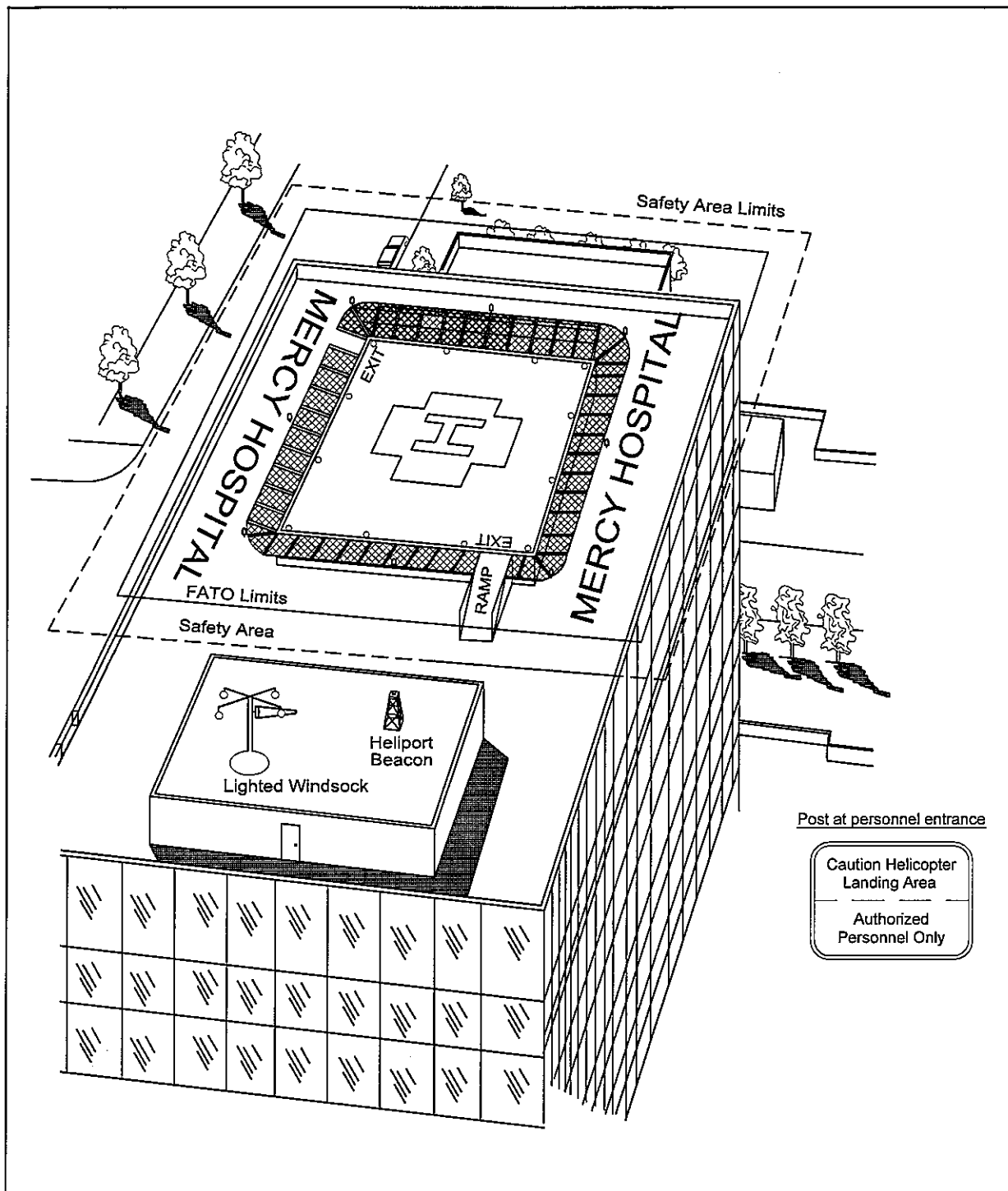
**Figure 4-3. An Elongated FATO/TLOF with Two Takeoff Positions:  
HOSPITAL**



**NOTE:**

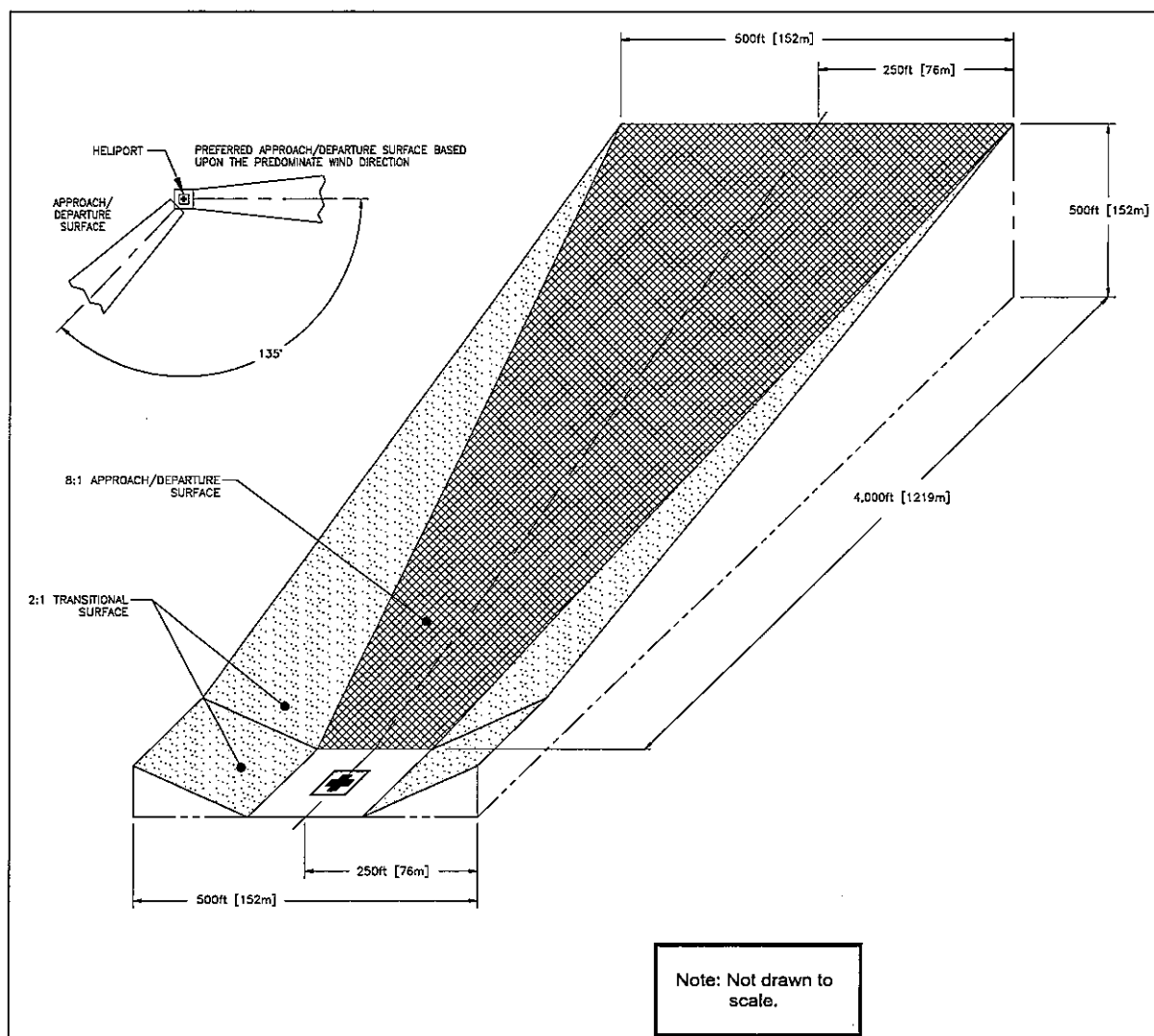
Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-4. Elevated TLOF, Safety Net and Lighting:  
HOSPITAL**

**NOTE:**

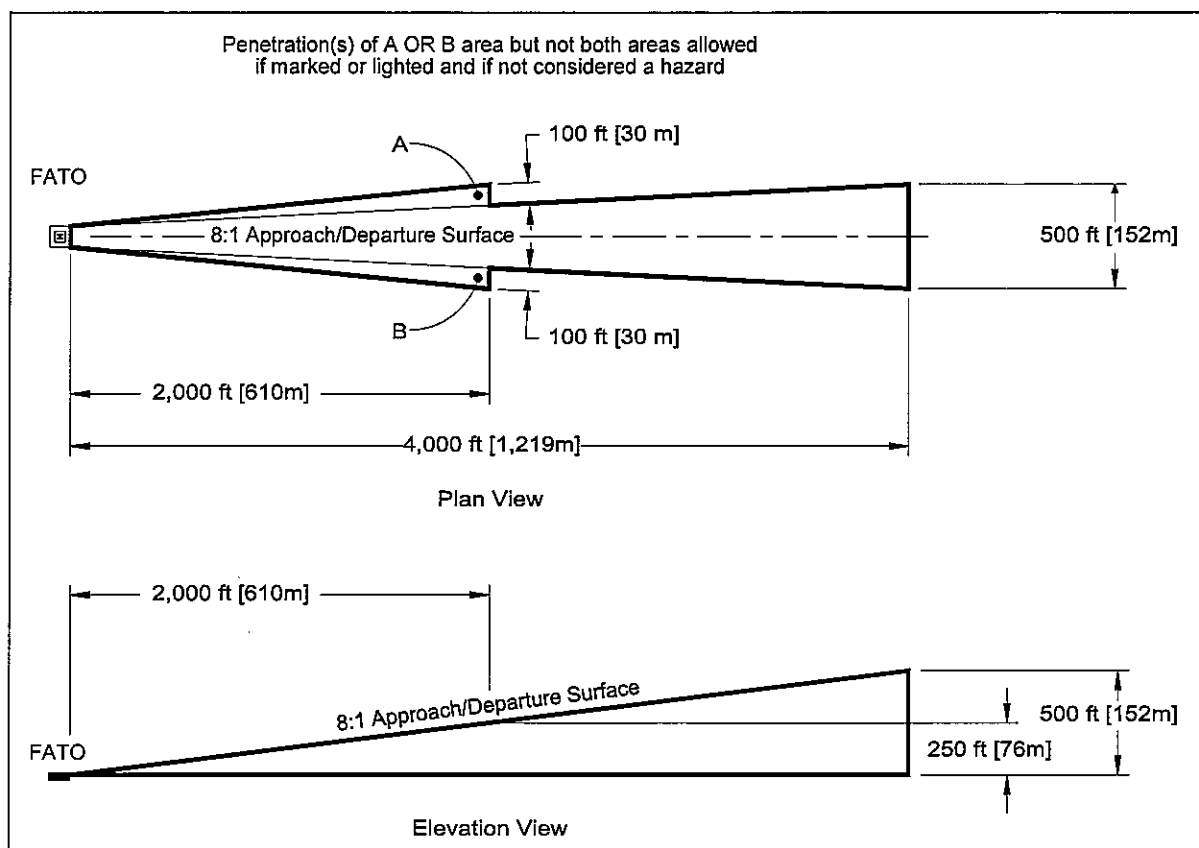
Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-5. A Rooftop Hospital Heliport:  
HOSPITAL**

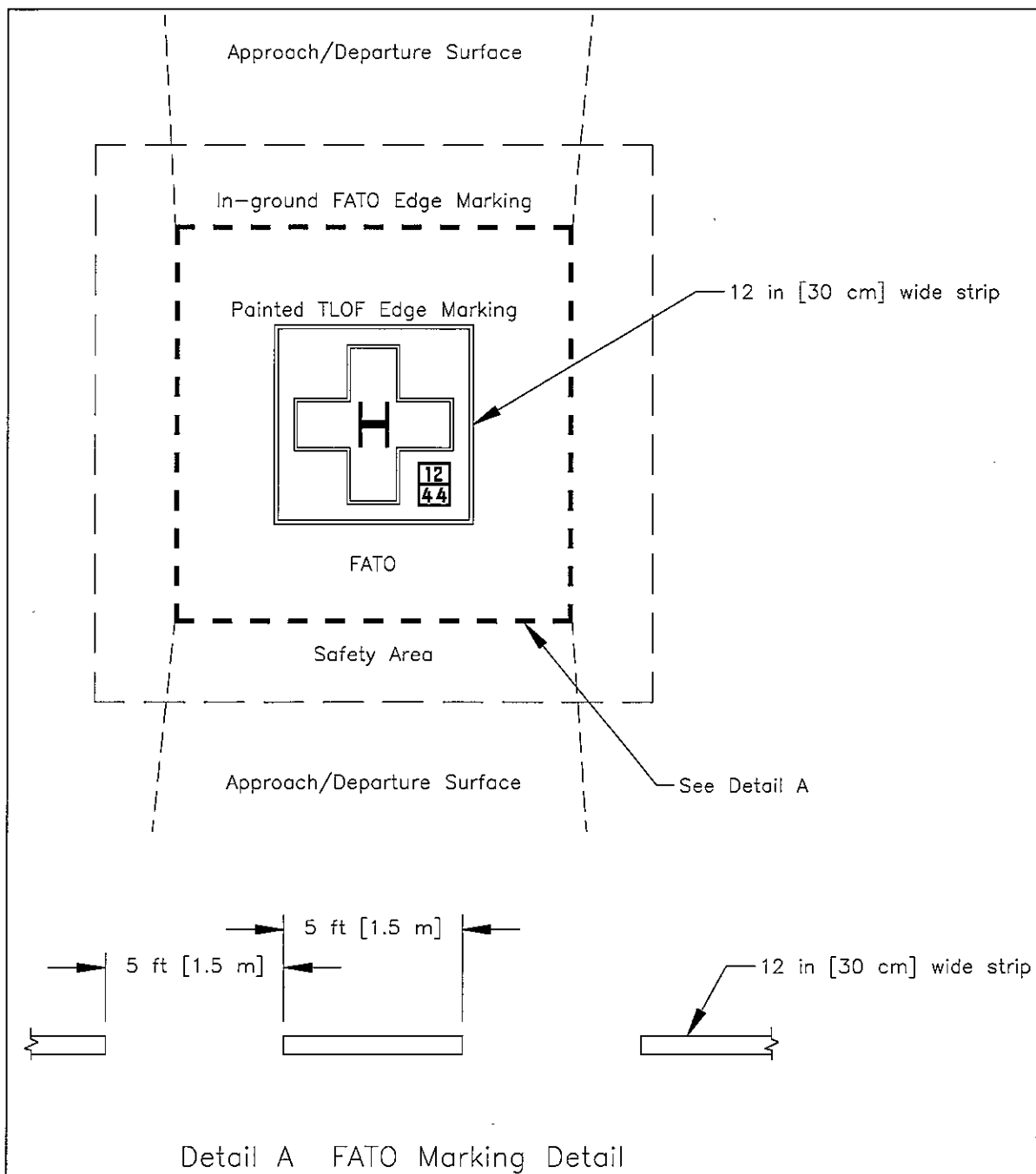


**NOTE:** Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-6. VFR Heliport Approach/Departure and Transitional Surfaces:  
HOSPITAL**

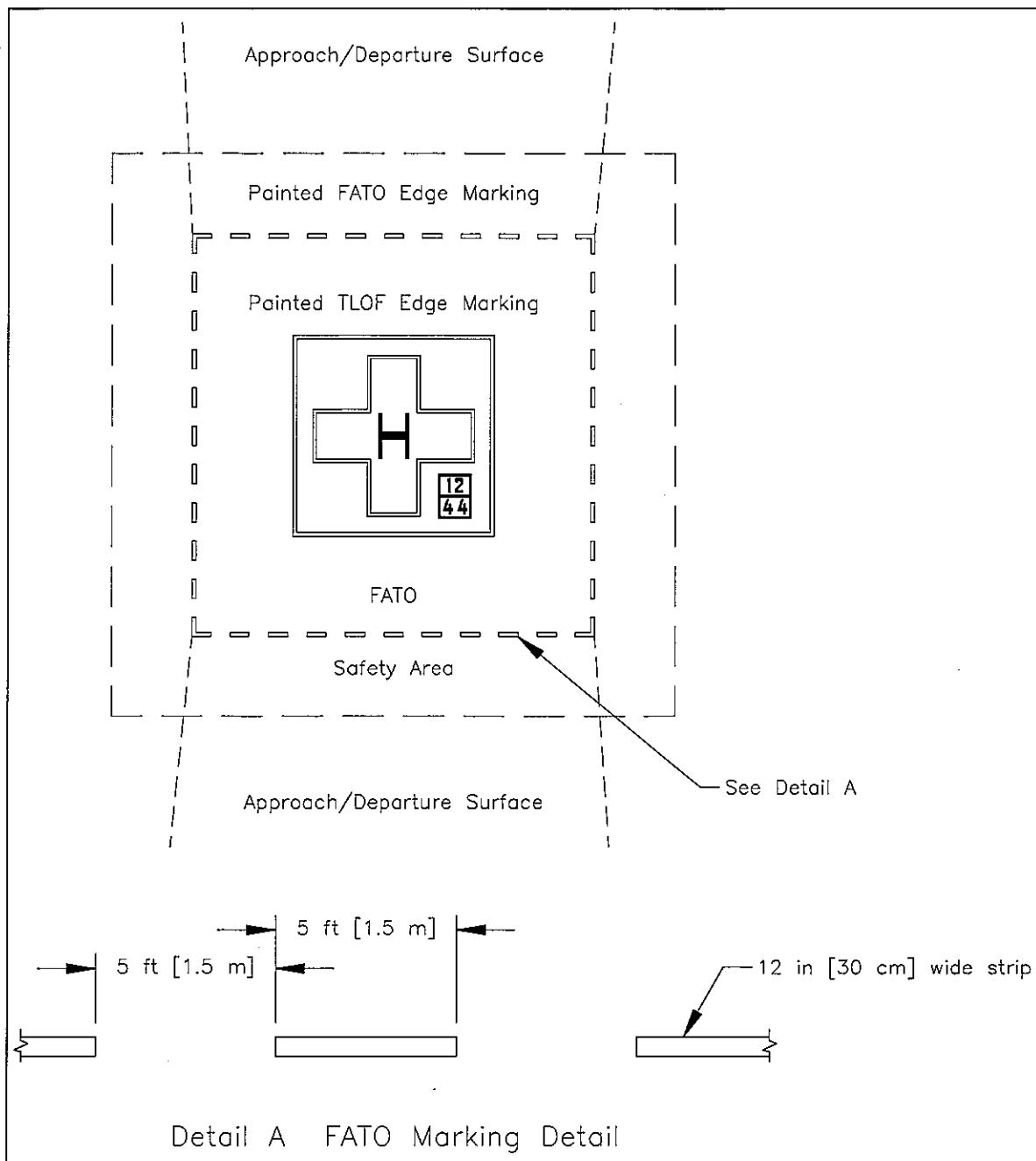


**Figure 4-7. VFR Heliport Lateral Extension of the 1:8 Approach/ Departure Surface:  
HOSPITAL**

**NOTES:**

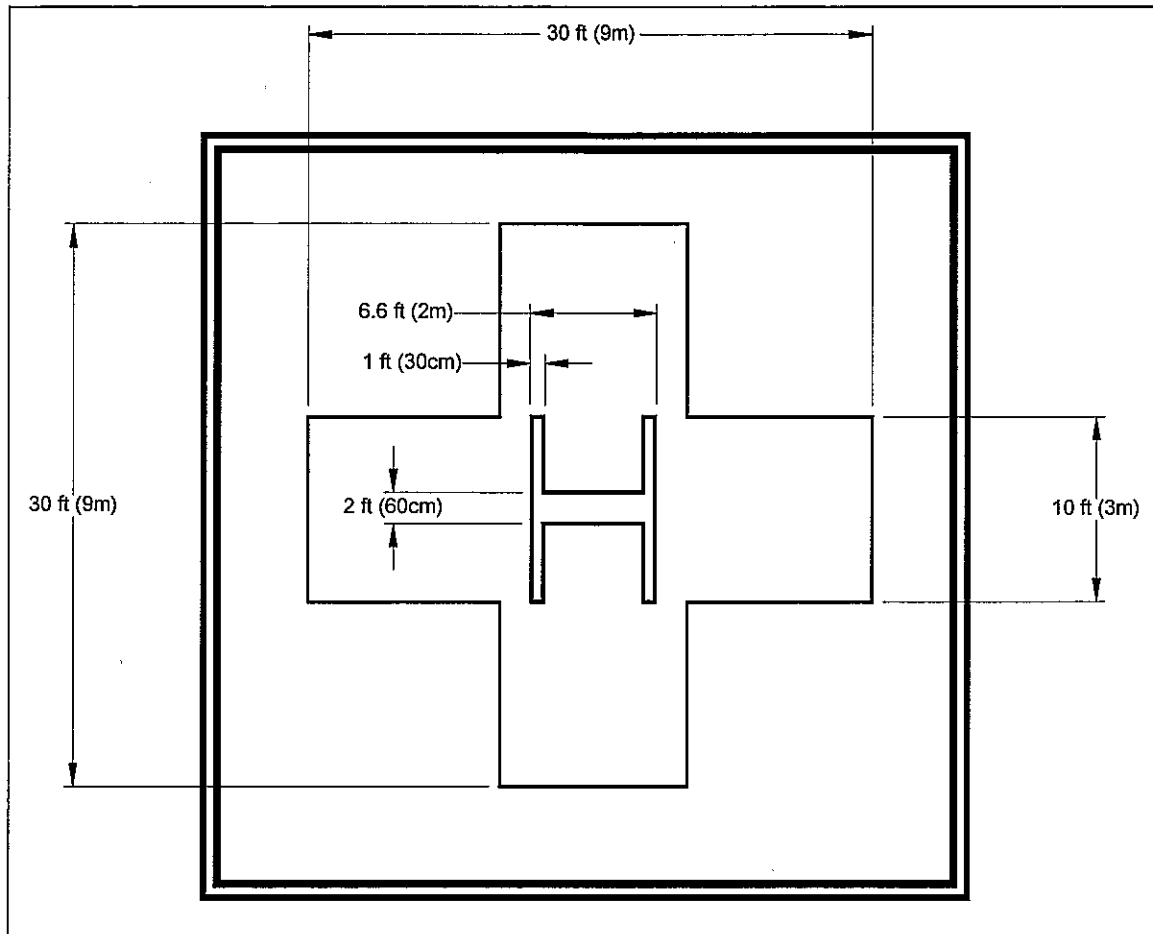
1. The H should be oriented on the axis of the preferred approach/ departure path.
2. The perimeter of a paved or hard- surfaced TLOF should be defined with a continuous, 12-inch wide (30 cm) white line.
3. The perimeter of an unpaved FATO should be defined with flush, in-ground markers. (See detail A) The corners of the FATO should be defined.
4. See Figure 4-12 for markings for weight and rotor diameter limitations.

**Figure 4-8. Paved TLOF/Unpaved FATO – Markings:  
HOSPITAL**

**NOTES:**

1. The H should be oriented on the axis of the preferred approach/ departure path.
2. The perimeter of a paved or hard-surfaced TLOF should be defined with a continuous, 12-inch wide (30 cm) white line.
3. The perimeter of a paved FATO should be defined with a 12-inch wide (30 cm) dashed white line approximately 5 feet (1.5 m) in length, and with end-to-end spacing of approximately 5 feet (1.5 m). The corners of the FATO should be defined. (See detail B)
4. See Figure 4-10 for dimensions for the H and hospital cross markings.

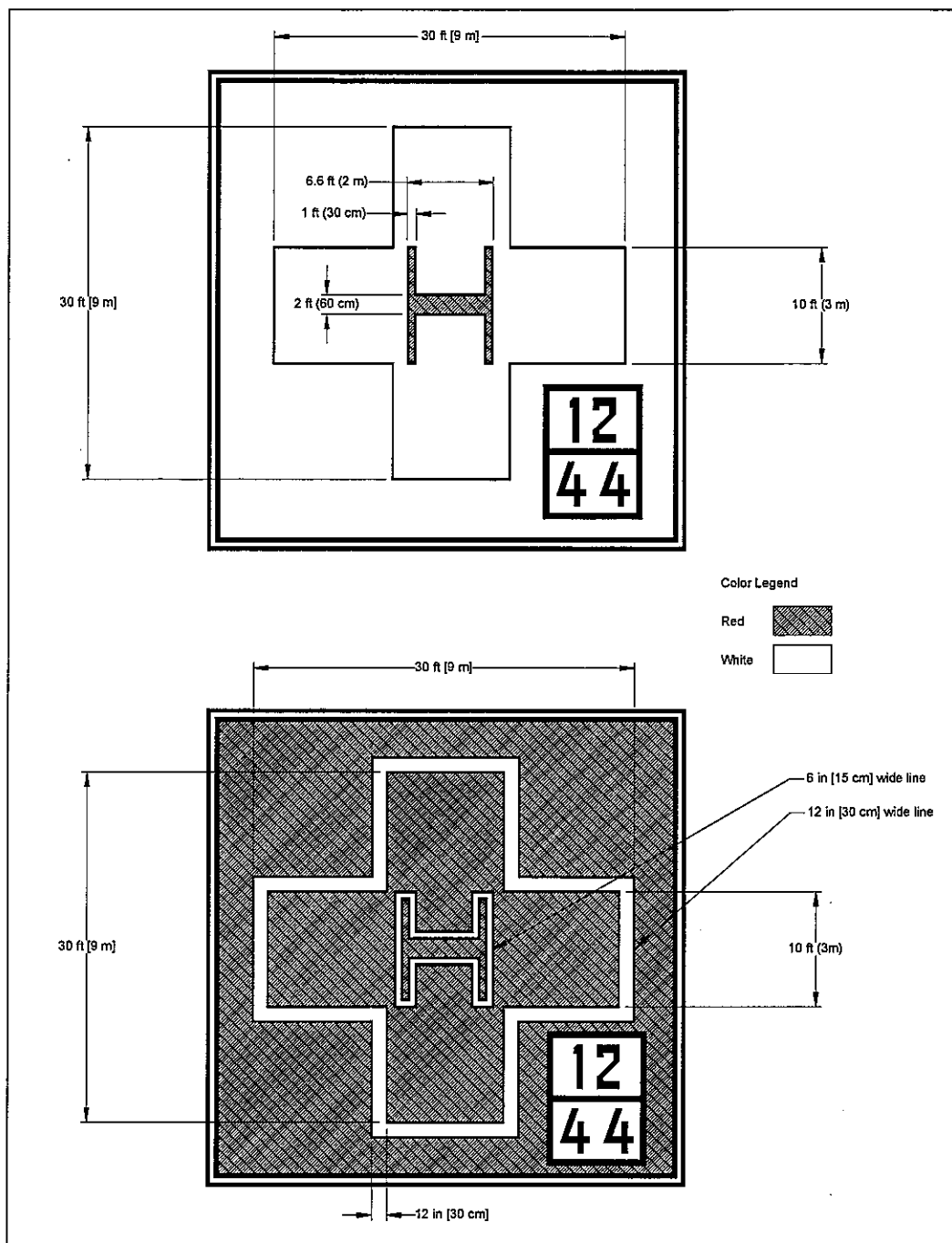
**Figure 4-9. Paved TLOF/Paved FATO – Markings:  
HOSPITAL**

**NOTES:**

1. The standard hospital identification is a red **H** surrounded by a white cross.
2. An option may be a red **H** within a white cross surrounded by a 12 inch (30 cm) wide red border. (not illustrated)
3. The area outside of the cross may be colored red.
4. The surrounding box is a continuous 6 inch (15 cm) wide white TLOF perimeter marking.

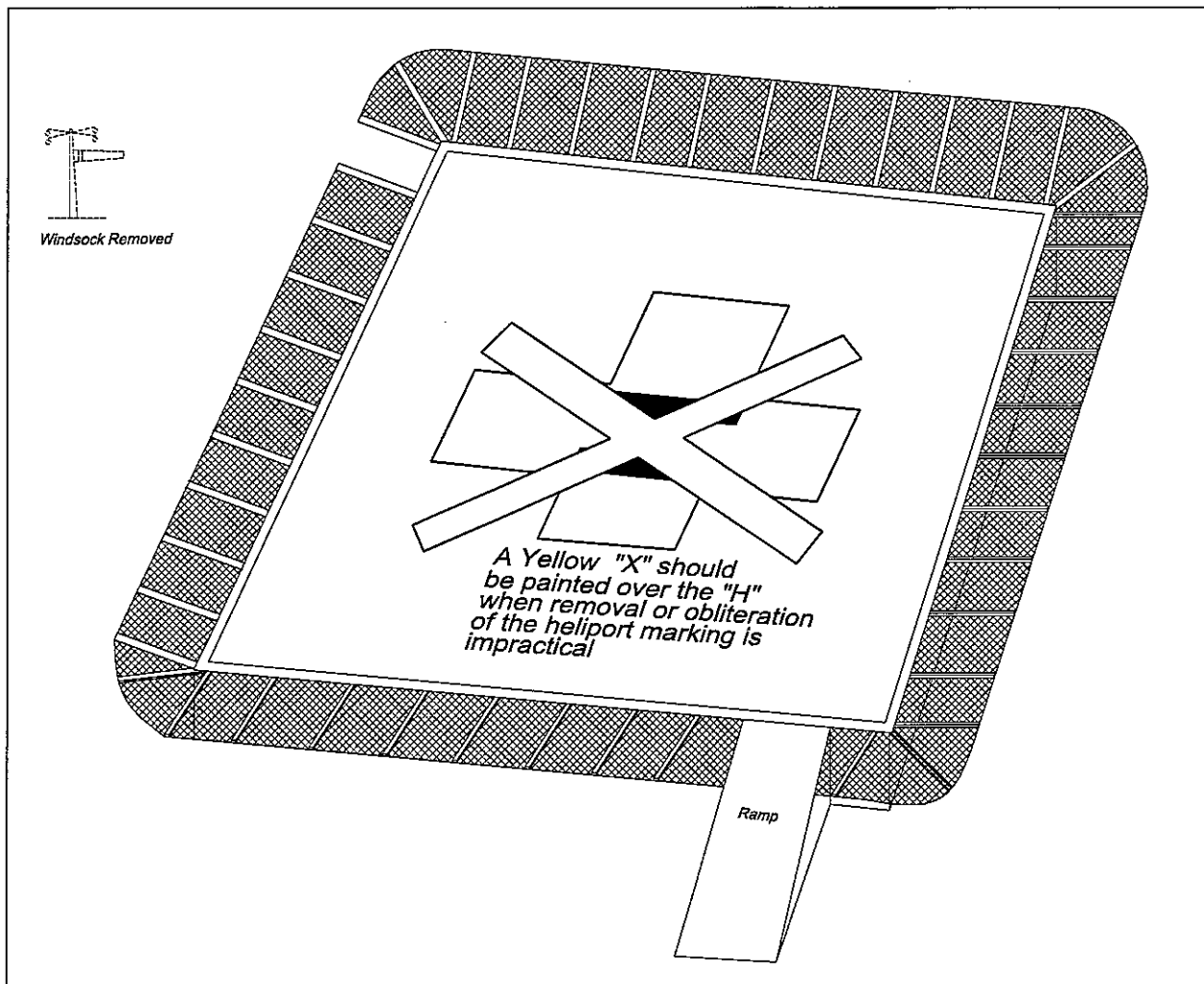
**Figure 4-10a. Standard Hospital Heliport Identification Symbols:**  
**HOSPITAL**



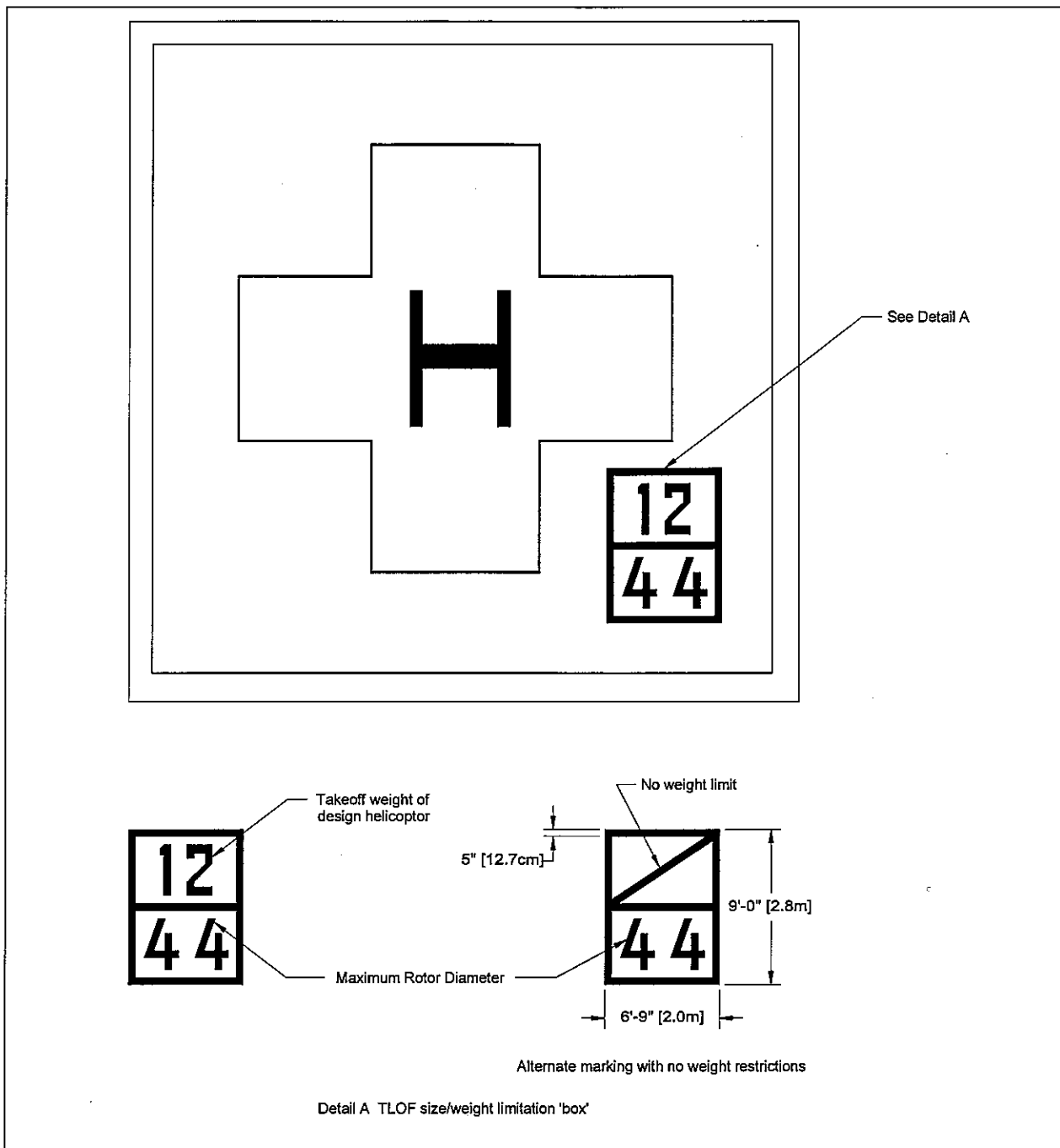
**NOTES:**

1. An alternative hospital heliport marking may be a red H with a white 6 inch (15 cm) wide border within a red cross with a 12 inch (30 cm) wide white border and a surrounding red TLOF.
2. The surrounding box is a continuous 6 inch (15 cm) wide white TLOF perimeter marking.

**Figure 4-10b: Alternative Hospital Heliport Identification Symbols:**  
**HOSPITAL**

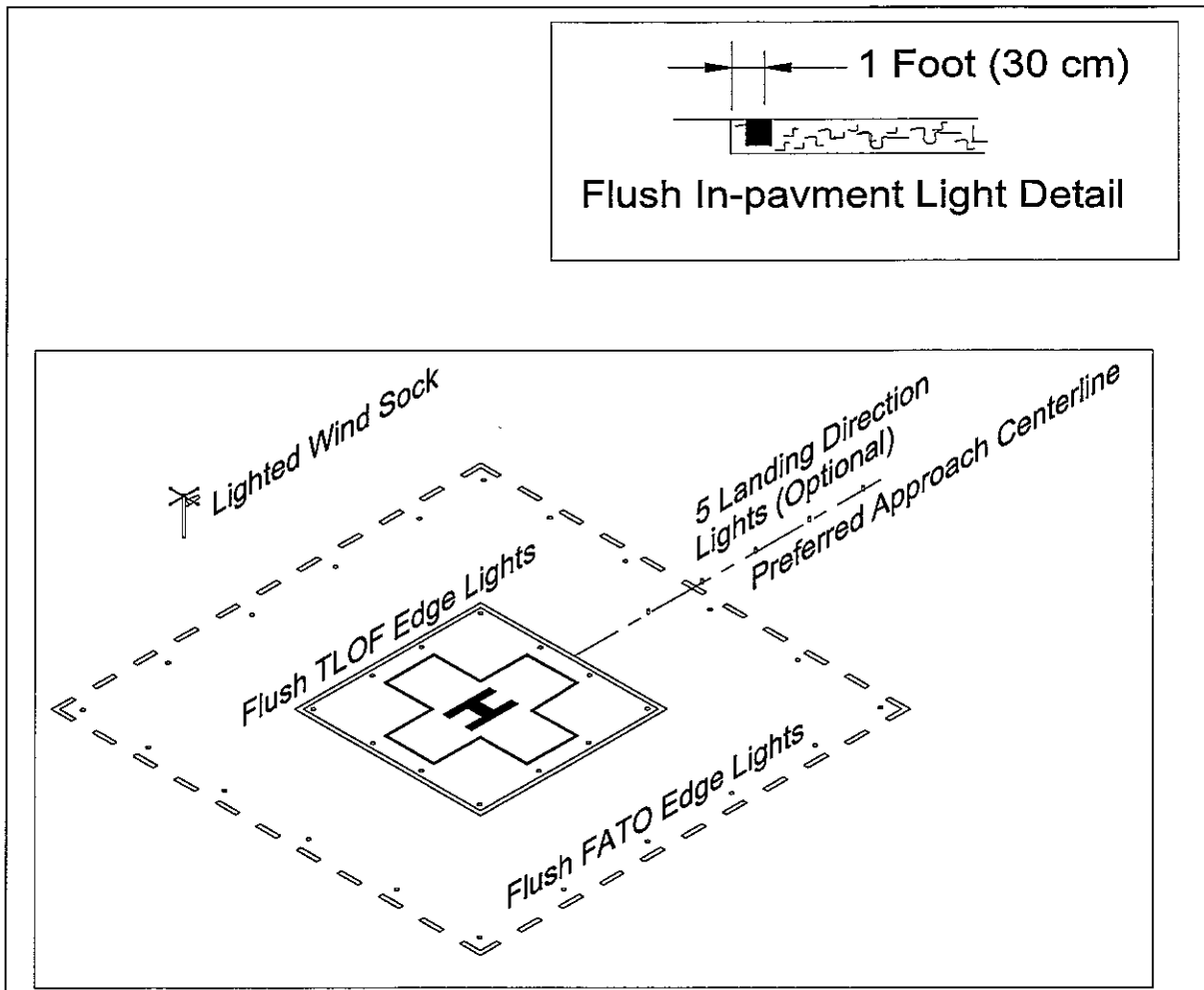


**Figure 4-11. Marking a Closed Heliport:  
HOSPITAL**

**NOTES:**

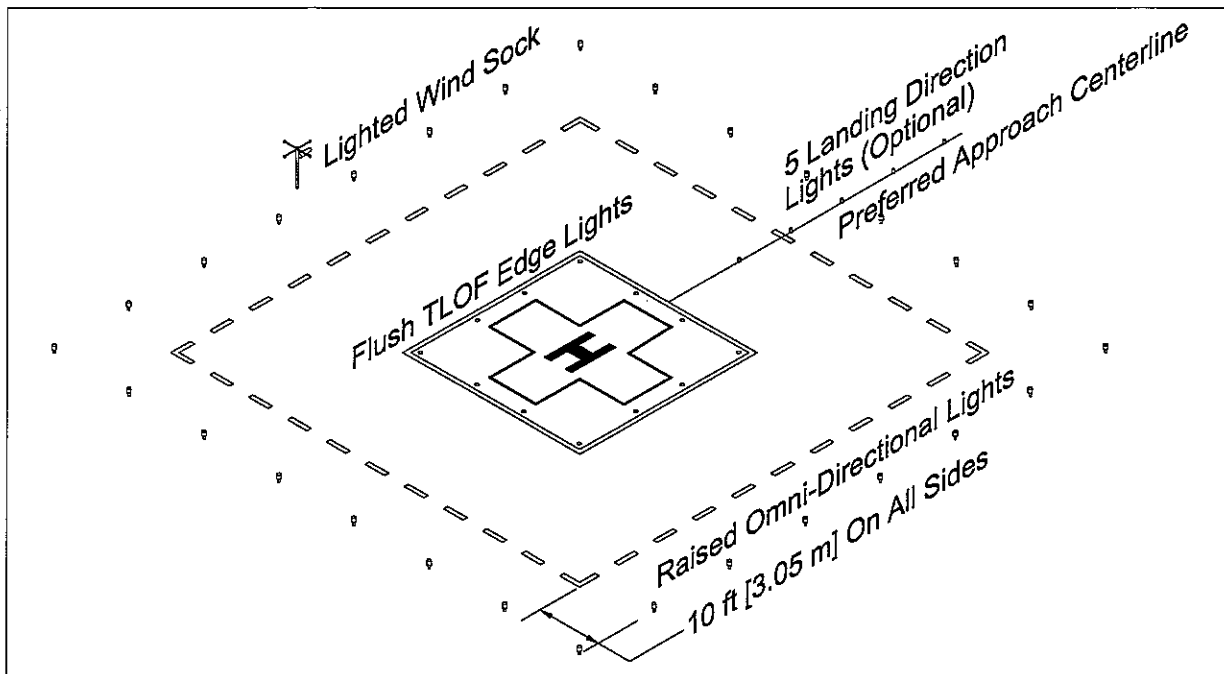
1. See Appendix 3 for the form and proportion of the numbers used on the size and weight limitations.
2. 12 Indicates the TLOF has limited weight-carrying capability shown in thousands of pounds.
3. 44 indicates the rotor diameter of the largest helicopter for which the TLOF is designed.

**Figure 4-12. TLOF Size and Weight Limitations:  
HOSPITAL**

**NOTES:**

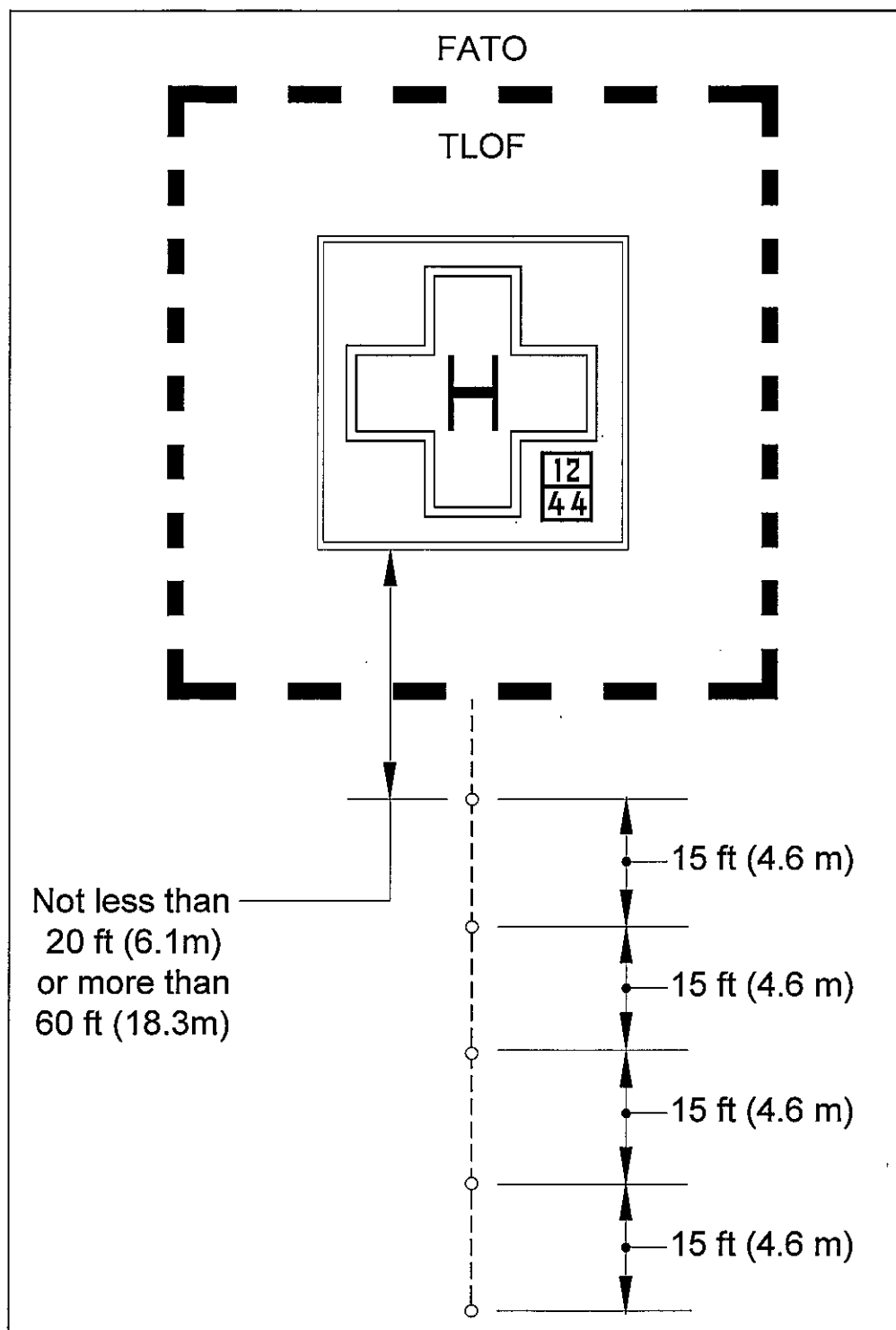
1. Flush FATO and TLOF lights may be installed inside or outside  $\pm 1$ -foot of the FATO and TLOF respective perimeters.
2. Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-13. Flush FATO and TLOF Perimeter Lighting:  
HOSPITAL**

**NOTES:**

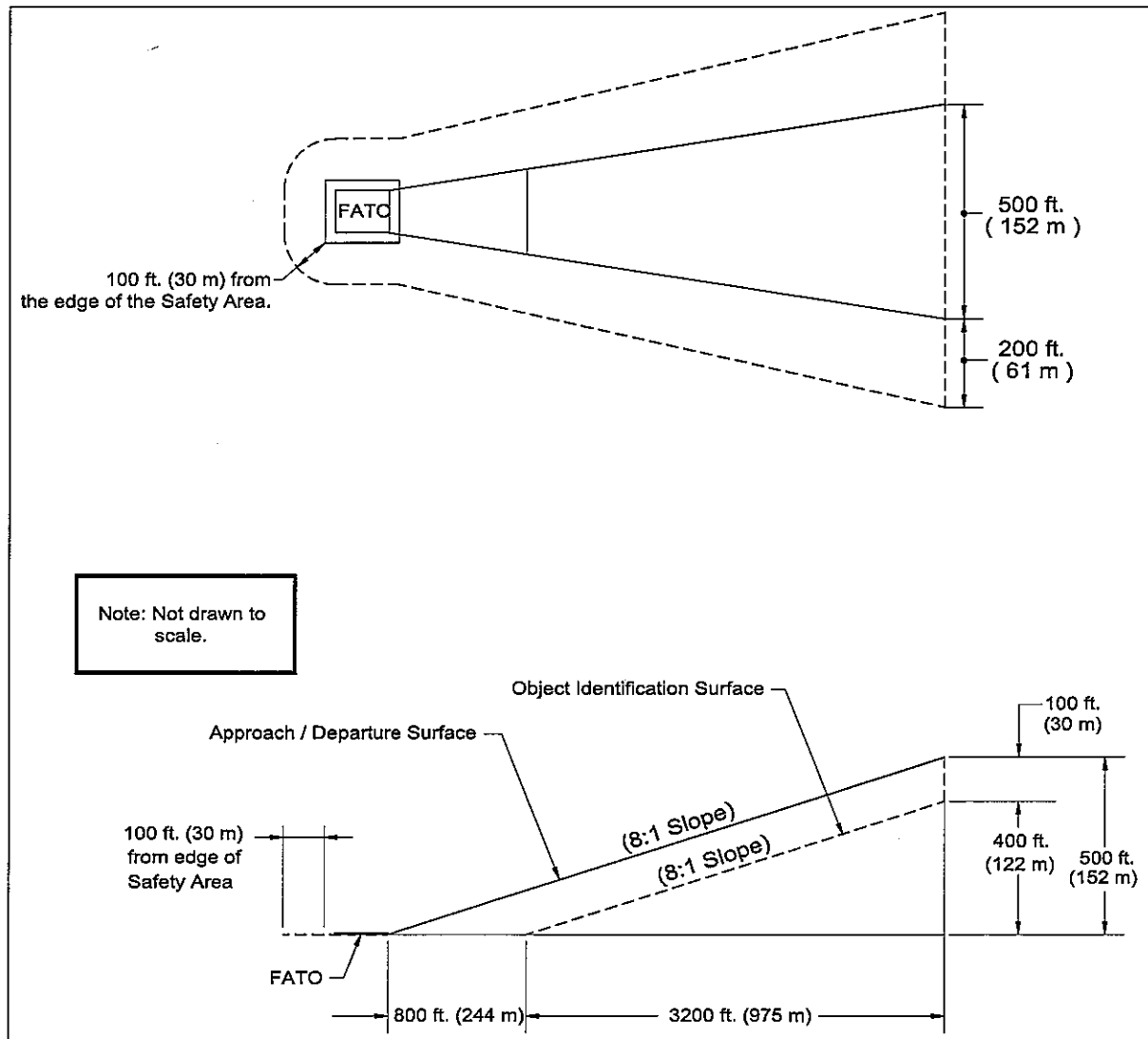
1. Flush TLOF lights may be installed inside or outside  $\pm 1$ -foot of the TLOF perimeter.
2. Raised FATO lights may be installed 10 ft (18.3 m) outside the perimeter of the FATO.
3. Rotor diameter and weight limitation markings are not shown for simplicity.

**Figure 4-14. Flush TLOF and Raised FATO Perimeter Lighting:  
HOSPITAL**



NOTE: yellow omni-directional lights

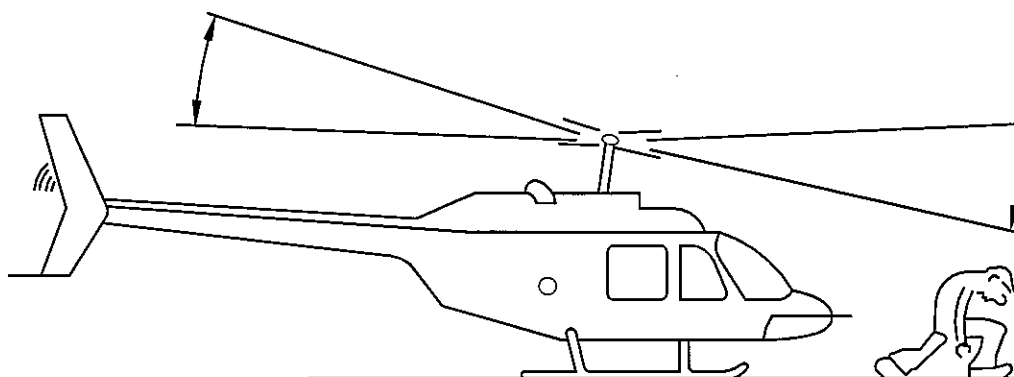
**Figure 4-15. Landing Direction Lights:  
HOSPITAL**



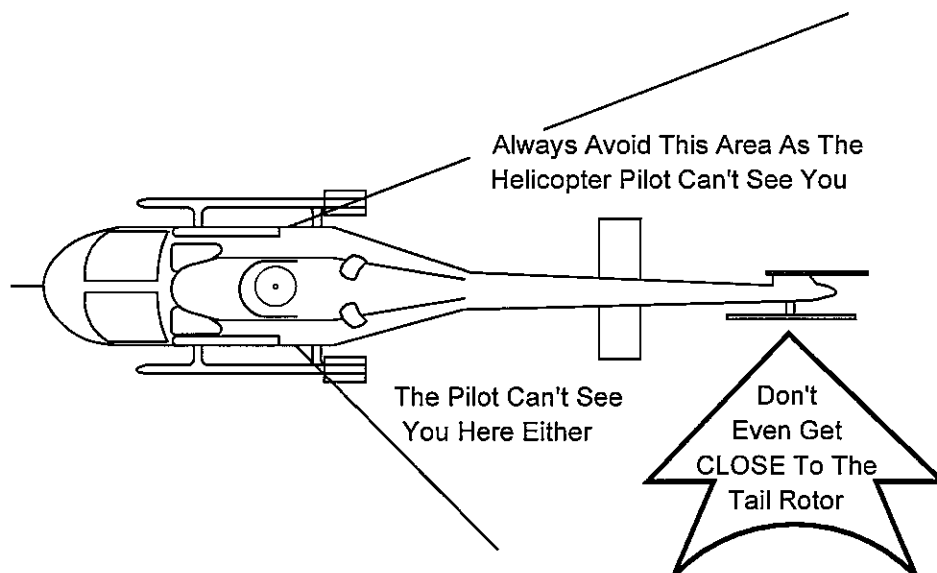
**Figure 4-16. Airspace Where Marking and Lighting Are Recommended:  
HOSPITAL**

# BE ALERT

## AROUND THE HELICOPTER




Approach And Leave The Helicopter In A Crouched Manner When Rotors Are Turning



**Figure 4-17. Caution Sign:  
HOSPITAL**



 <p><b>Policy and Procedure</b></p>	<b>Subject / Title:</b> <b>CONSTRUCTION AND RENOVATION</b>	<b>Policy No.:</b> 800-125-30 <b>Origination Date:</b> 2/02 <b>Last Revision Date:</b> 8/07 <b>Last Review Date:</b> 8/07 <b>By:</b> <u>John Halloran, RN, BSN, CIC</u> <u>Infection Control Director</u> Name and Title
	<b>Department:</b> <b>INFECTION CONTROL</b>	<b>Supersedes Policy:</b> Page: 1 of 16      Appendix A-C

## TABLE OF CONTENTS

### General Policy and Procedures

1. Definitions of Construction Activity Types
2. Definitions of Infection Control Risk Groups
3. Construction Activity and Infection Control Matrix
4. Performance requirements
5. Submittals
6. Quality control and Authority for Action
7. Infection Control Permit
8. Products and Materials
9. Barriers
10. Infection Control Procedures
  - 10.1 General
  - 10.2 Implementation
  - 10.3 Responsibilities: General and by Activity Class
  - 10.4 Environmental Monitoring
  - 10.5 Enforcement

## **Support Area Responsibilities – See Related Policies**

1. Summary of work: contractor use of premises, Hilo Medical Center occupancy.
2. Construction Facilities and Temporary controls: construction cleaning.
3. Minor Demolition for Remodeling

### **I. PURPOSE:**

This policy will outline infection control measures that will be implemented during all phases of renovation or construction that take place at Hilo Medical Center (HMC).

This policy will provide the occupants of all buildings with an environment that is safe from environmental hazards including potential nosocomial infections during all phases of renovation or construction.

Implementation of this policy will be a joint effort of the Environment of Care Committee (EOC), Infection Control Department, and the Maintenance Department.

### **II. POLICY:**

- A. The Environment of Care Committee and Infection Control Department will review all construction or renovation projects in the planning phases and throughout the project. This will include but is not be limited to:

1. Number and placement of isolation rooms.
2. Air handling systems.
3. Number and placement of hand washing facilities.
4. Staff and patient traffic patterns during the duration of the project.
5. Relocation decisions regarding patient care areas, storage areas, etc.
6. Water supply and plumbing.
7. Waste containment, transport and disposal.
8. Selection of finishes and surfaces that can be effectively cleaned (in clinical areas).
9. Accommodation of personal protective equipment.
10. Storage of moveable modular equipment.

- B. Maintenance Department will keep the EOC Committee and the Infection Control Department informed of all locations of renovation and construction.

- C. An Infection Control Risk Assessment (ICRA) (Appendix A) will be completed prior to any construction or renovations.

- D. All class III and above construction or renovation project will require an **Infection Control Construction Permit** (Appendix B).

- E. All construction workers, including subcontractors, must follow the infection control procedures described in this policy.

### **III. DEFINITIONS**

#### **A. CONSTRUCTION ACTIVITY TYPES**

The construction activity types are defined by the amount of dust that is generated, the duration of the activity, and the amount of shared Heating, Ventilation, & Air Conditioning (HVAC) systems. Contact HMC's ~~BOC Committee~~ and Infection Control Department if any activity is questionable under these guidelines.

1. **Type A: Inspections and Non-Invasive Activities.**  
Includes, but is not limited to, removal of ceiling tiles for visual inspection limited to one tile per 50 square feet, painting (but not sanding) wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
2. **Type B: Small scale, short duration activities which create minimal dust.**  
Includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled.
3. **Type C: Any work which generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies.**  
Includes, but is not limited to, sanding of wall for painting or wall coverings, removal of floor coverings, ceiling tiles and case work, new wall construction, minor duct work or electrical work above ceilings, major cabling activities, and any activity which cannot be completed within a single work shift.
4. **Type D: Major demolition and construction projects.**  
Includes, but is not limited to, activities which require consecutive work shifts, require heavy demolition or removal of a complete ceiling system, and new construction.

#### **B. DEFINITIONS OF INFECTION CONTROL RISK GROUPS**

GROUP 1 LOWEST	GROUP 2 MEDIUM	GROUP 3 MEDIUM HIGH	GROUP 4 HIGHEST
1) Office areas 2) Floor B2	1) At patient care units (example: Cardiac Rehab, PVL, Neurophysiology)	1) Emergency Room 2) Radiology/MRI 3) Post-anesthesia Care units 4) Labor and Delivery 5) Newborn Nurseries 6) Pediatrics 7) Day Surgery 8) All other Intensive Care Units 9) Nuclear Medicine 10) Admission/Discharge area 11) PT – tank areas 12) Cafeteria 13) Echocardiography 14) Pump team 15) Laboratories	1) THI Clinic (Transplant) 2) Operating Rooms; Sterile Processing 3) Cardiovascular Recovery I 4) Labor and Delivery Operating Rooms 5) Cardiac Catheterization & Angiography Areas 6) Outpatient areas 7) Dialysis and Transplant Units 8) Oncology 9) Transplant 10) Cardiology 11) Anesthesia and Pump areas 12) All endoscopy areas 13) Pharmacy Admixture

### C. CONSTRUCTION ACTIVITY/ INFECTION CONTROL MATRIX

1. If not shown on the drawing, determine the level of infection control classification necessary for the work by matching the construction activity with the designated risk group in the matrix below. Provide the associated infection control procedures.

CONSTRUCTION ACTIVITY→	TYPE "A"	TYPE "B"	TYPE "C"	TYPE "D"
RISK LEVEL ↓				
Group 1	I	II	II	III/IV
Group 2	I	II	III	IV
Group 3	I	III	III/IV	IV
Group 4	III	III/IV	III/IV	IV

### D. PERFORMANCE REQUIREMENTS

1. Infection control is critical in all areas of all facilities. Construction activities causing disturbance of existing dust, or creating new dust, must be conducted in tight enclosures cutting off any flow of particles into patient areas.
2. HMC requires all subcontractors, sub-subcontractors, material suppliers, vendors, employees, or agents to be bound by these same requirements. Before any construction on site begins, the contractor's on-site management team shall attend a

mandatory meeting held by HMC's ~~POC members~~ for instruction on precautions to be taken.

3. HEPA equipped air filtration machines shall provide air flow into the construction area not less than 100 FPM at barricade entrances with doors fully open. HEPA equipped air filtration machines shall be connected to normal power and ganged to a single switch for emergency shutoff and shall run continuously.
4. The HMC's ~~EOC~~ or Infection Control Departments may modify performance requirements for certain activities. Any modifications made by HMC's personnel do not relieve the contractor of compliance with proper infection control procedures.

#### IV. QUALITY CONTROL

- A. The HMC's Infection Control Department will monitor ~~air~~ counts in vicinity of construction work on an as needed basis. Whenever safe levels are exceeded, the contractor will be notified to correct conditions immediately.
- B. All work shall be stopped on the project whenever a hazardous infection control deficiency exists.
- C. The contractor shall take immediate action to correct all deficiencies.
- D. Failure of the contractor to correct such deficiencies will result in corrective action taken by HMC and deducting all costs from the contract.

#### V. INFECTION CONTROL PERMIT

- A. An infection control permit is required for Class III or higher procedures and any activity in a Group 4 Infection Control Group. Refer to shaded area on Construction Activity/Infection Control Matrix.
- B. When required, obtain infection control permit from the HMC's ~~EOC Committee~~ before beginning any demolition or construction work.

#### VI. PRODUCTS and MATERIALS

- A. Sheet Plastic: Fire retardant polystyrene, 6-mil thickness.
- B. Barrier Doors: Solid core wood in metal frame, painted.
- C. HEPA-Equipped Air Filtration Machines: Industrial grade that can filter 300 to 800 cubic feet/minute (provide HEPA filter, primary and secondary filters).
- D. Exhaust Hoses: Heavy duty, flexible steel reinforced.
- E. Adhesive Walk-Off Mats: Provide minimum size mats of 24 inches x 36 inches.

F. Disinfectant: HMC approved disinfectant or equal.

## **VII. BARRIERS**

- A. Closed door with masking tape applied over the frame and door is acceptable for projects which can be contained.
- B. Construction, demolition, or reconstruction not capable of containment within a single room must have the following barriers erected:
  - 1. Airtight plastic barrier that extends from floor to ceiling. Seams must be sealed with duct tape to prevent dust and debris from escaping.
  - 2. Drywall barriers erected with joints covered or sealed to prevent dust and debris from escaping.
  - 3. Seal all penetrations in existing barrier airtight.
  - 4. Barriers at penetration of ceiling envelops, chases and ceiling spaces to stop movement of air and debris.
  - 5. Anteroom or double entrance openings that allow workers to remove protective clothing or vacuum off existing clothing.
  - 6. At elevator shafts or stairways within the field of construction.
  - 7. Overlapping flap minimum two feet wide at polyethylene enclosures for personnel access.

## **VIII. INFECTION CONTROL PROCEDURES**

### **10.1 GENERAL**

- A. Maintain manpower and equipment including dust mops, wet mops, brooms, buckets, and clean wiping rags for cleaning fine dust from floors and adjacent occupied areas.
- B. Contain work areas outside of construction barriers, including spaces above ceilings, with full height polyethylene sheet barrier, tightly taped.
- C. Clean up dust tracked outside of construction area immediately.

### **10.2 IMPLEMENTATION**

- A. Temporary construction barriers and closures above ceilings shall be dust tight.

- B. Removal of debris shall be in tightly covered containers.
- C. Adhesive mats or carpets at barricade entrances and in the anteroom shall be kept clean and changed daily, or as necessary, to prevent accumulation of dust.
- D. Any dust tracked outside of barrier shall be removed immediately. Cleaning outside barrier to be by HEPA filtered vacuum or damp mop.
- E. Any ceiling access panels opened for investigation beyond sealed areas shall be replaced immediately when unattended.
- F. Block off all existing ventilation ducts within the construction area. Method of capping ducts shall be dust tight and withstand airflow.
- G. When openings are made into existing ceilings, use Control Cube or provide polystyrene enclosure around ladder sealing off opening, fitted tight to ceiling and floor. Provide thorough cleaning of existing surfaces which become exposed to dust.
- H. Removal of construction barriers and ceiling protection shall be done carefully. Vacuum and clean all surfaces free of dust after the removal.
- I. When access panels are opened in occupied areas for work above ceilings, use polyethylene enclosure around ladder sealing off opening, fitted tight to ceiling and floor.
- J. All vacuuming outside areas not under negative pressure to be done with a certified HEPA filtered vacuum.
- K. Construct anteroom to maintain negative airflow from clean area through anteroom and into work area.

### **10.3 RESPONSIBILITIES: GENERAL and by ACTIVITY CLASS**

- A. The contractor is responsible for obtaining the infection control permit from the HMC's ~~BOC Committee~~ prior to commencing construction.
- B. The HMC's ~~BOC Committee~~ and Infection Control Department will evaluate every work order. They reserve the right to add requirements to a project on an individual basis.
- C. The HMC's ~~BOC Committee~~ will make periodic visits to work site to ensure compliance of policy.
- D. Class I
  - 1. Execute work by methods to minimize raising dust from construction operations.

2. Immediately replace any ceiling tile displaced for visual inspection.
3. Refer to procedures on Minor Disruption for Remodeling and procedures for Construction Facilities and Temporary Controls.
4. Cleanup and disposal in accordance with defined procedures on Cleanup and Disposal.

E. Class II

1. Provide active means to prevent air-borne dust from dispersing into atmosphere.
2. Water mist work surfaces to control dust while cutting.
3. Seal unused doors with masking tape.
4. Block off and seal air vents.
5. Wipe work surfaces with disinfectant.

F. Class III

1. Obtain infection control permit from HMC's ~~EOC Committee~~ before construction begins.
2. Isolate HVAC system in area where work is being done to prevent contamination of duct system.
3. Complete all critical barriers before construction begins.
4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.
5. Contain construction waste before transport in tightly covered containers.
6. Cover transport receptacles or carts; tape covers.
7. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work areas.
8. Place dust mat at entrance and exit of work area.
9. Remove isolation of HVAC system in areas where work is being performed.

G. Class IV



1. Obtain infection control permit from the HMC's ~~EOC Committee~~ before construction begins.
2. Isolate HVAC system in area where work is being done to prevent contamination of duct system.
3. Complete all critical barriers or implement control cube method before construction begins.
4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.
5. Seal holes, pipes, conduits, and punctures appropriately with appropriate fire-rated sealant.
6. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using an HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.
7. Provide adhesive walk-off mats at entrance to work area within the anteroom. Replace used mats with new mats in accordance with manufacturer's recommendations.
8. Do not remove barriers from work area until completed project is inspected each by the HMC's ~~EOC Committee~~ or Infection Control Department and thoroughly cleaned by the HMC's Environmental Services Department.
9. Vacuum work area with HEPA filtered vacuums.
10. Wet mop area with disinfectant.
11. Remove barrier materials carefully to minimize spreading of dirt and debris associated with the construction.
12. Contain construction waste before transport in tightly covered containers.
13. Cover transport receptacle or carts. Tape covering.
14. Remove isolation of HVAC system in areas where work is being performed.

#### **10.4 ENVIRONMENTAL MONITORING**

- A. The contractor is responsible for maintaining equipment and replacement of HEPA and other filters in accordance with manufacturer's recommendations.

B. The HMC's ~~BOC Committee~~ and Infection Control Department will perform field inspection and testing.

C. HMC's personnel will monitor air quality throughout project as needed.

#### 10.5 ENFORCEMENT

A. For breach of this infection control policy, HMC will stop the work of the project and the contractor shall pay for all associated costs incurred by HMC as well as for correction for the work.

B. The HMC's ~~BOC Committee~~, and Infection Control Department will record the following:

1. Document each violation with photographs.
2. Extract Contractor or Department information from the work log.
3. Maintain a record of all infection control violations.

C. Violations of infection control policies may affect the status as a responsible contractor for bidding future work.

Appendix A  
850-125-30B  
Appendix B

Infection Control Construction Permit	
	Permit No:
Location of Construction:	Project Start Date:
Project Coordinator	Estimated Duration:
Contractor Performing Work	Permit Expiration Date:
Supervisor:	Telephone:

YES	NO	CONSTRUCTION ACTIVITY	YES	NO	INFECTION CONTROL RISK GROUP
		TYPE A: Inspection, non-invasive activity			GROUP 1: Least Risk
		TYPE B: Small scale, short duration, moderate to high levels			GROUP 2: Medium Risk
		TYPE C: Activity generates moderate to high levels of dust, requires greater 1 work shift for completion			GROUP 3: Medium/High Risk
		TYPE D: Major duration and construction activities requiring consecutive work shifts			GROUP 4: Highest Risk
CLASS I		1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace any ceiling tile displaced for visual inspection.	3. Minor Demolition for Remodeling		
CLASS II		1. Provides active means to prevent air-borne dust from dispersing into atmosphere 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Wipe surfaces with disinfectant.	6. Contain construction waste before transport in tightly covered containers. 7. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 8. Place dust mat at entrance and exit of work area. 9. Remove or isolate HVAC system in areas where work is being performed.		
CLASS III		1. Obtain infection control permit before construction begins. 2. Isolate HVAC system in area where work is being done to prevent contamination of the duct system. 3. Complete all critical barriers or implement control cube method before construction begins.	6. Vacuum work with HEPA filtered vacuums. 7. Wet mop with disinfectant 8. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 9. Contain construction waste before transport in tightly covered containers.		
Date		4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.	10. Cover transport receptacles or carts. Tape covering.		
Initial		5. Do not remove barriers from work area until complete project is thoroughly cleaned by Env. Services Dept.	11. Remove or isolate HVAC system in areas where work is being performed.		
Class IV		1. Obtain infection control permit before construction begins. 2. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 3. Complete all critical barriers or implement control cube method before construction begins.	7. All personnel entering work site are required to wear shoe covers 8. Do not remove barriers from work area until completed project is thoroughly cleaned by the Environmental Service Dept.		
Date		4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.	9. Vacuum work area with HEPA filtered vacuums. 10. Wet mop with disinfectant.		
Initial		5. Seal holes, pipes, conduits, and punctures appropriately. 6. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.	11. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 12. Contain construction waste before transport in tightly covered containers. 13. Cover transport receptacles or carts. Tape covering. 14. Remove or isolate HVAC system in areas where is being done.		
Additional Requirements:					
Date Initials 12 Hour uninterrupted exchange required			Exceptions/Additions to this permit Date Initials are noted by attached memoranda		
Permit Request By:			Permit Authorized By:		
Date:			Date:		

**Infection Control Program  
Construction Rounds Compliance Monitor**

Review Date: \_\_\_\_\_ Observed by: \_\_\_\_\_

LOCATION	STANDARDS	NOT MET	RESPONSIBLE PERSON and COMMENTS
	Contractors Wearing Required Identification		
	Construction Personnel Wearing required PPE (e.g., hardhat, protective eyewear, footwear)		
	Air Pressure Barriers Active (e.g., negative pressure maintained, exhaust fans functioning, air quality adequate, no excess fumes/vapors)		
	Contractors Following Safe Work Practices (e.g., observe for trip and fall hazards, ladder safety, smoking rules met)		
	Walk-Off Mats Clean & Adequate to contain Construction Dust)		
	Construction Barriers Appropriate for Patient Population (sealed plastic with overlay, plywood barrier with door, closed patient doors etc.)		
	Construction Area Secure (e.g., barriers adequate to prevent entry of unauthorized persons, vermin, etc.)		
	Patient Care Equipment & Items Removed from Construction Area		
	Construction entry & Adjacent Areas Free of Dust & Debris		

[illegible]

Subject: Construction and Renovation	Policy No. 800-125-30
Department: Infection Control	Page: 14 of 12, Appendices A-C
Origination Date: 2/02	Reviewed: 8/07 Revised: 8/07

Appendix B

Infection Control Construction Permit					
				Permit No:	
Location of Construction:				Project Start Date:	
Project Coordinator				Estimated Duration:	
Contractor Performing Work				Permit Expiration Date:	
Supervisor:				Telephone:	
YES	NO	CONSTRUCTION ACTIVITY	YES	NO	INFECTION CONTROL RISK GROUP
		TYPE A: Inspection, non-invasive activity			GROUP 1: Least Risk
		TYPE B: Small scale, short duration, moderate to high levels			GROUP 2: Medium Risk
		TYPE C: Activity generates moderate to high levels of dust, requires greater 1 work shift for completion			GROUP 3: Medium/High Risk
		TYPE D: Major duration and construction activities requiring consecutive work shifts			GROUP 4: Highest Risk
CLASS I		3. Execute work by methods to minimize raising dust from construction operations. 4. Immediately replace any ceiling tile displaced for visual inspection.	4. Minor Demolition for Remodeling		
CLASS II		10. Provides active means to prevent air-borne dust from dispersing into atmosphere 11. Water mist work surfaces to control dust while cutting. 12. Seal unused doors with duct tape. 13. Block off and seal air vents. 14. Wipe surfaces with disinfectant.	15. Contain construction waste before transport in tightly covered containers. 16. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 17. Place dust mat at entrance and exit of work area. 18. Remove or isolate HVAC system in areas where work is being performed.		
CLASS III		4. Obtain infection control permit before construction begins. 5. Isolate HVAC system in area where work is being done to prevent contamination of the duct system. 6. Complete all critical barriers or implement control cube method before construction begins.	12. Vacuum work with HEPA filtered vacuums. 13. Wet mop with disinfectant 14. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 15. Contain construction waste before transport in tightly covered containers.		
Date		6. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.	16. Cover transport receptacles or carts. Tape covering.		
Initial		7. Do not remove barriers from work area until complete project is thoroughly cleaned by Env. Services Dept.	17. Remove or isolate HVAC system in areas where work is being performed.		
Class IV		7. Obtain infection control permit before construction begins. 8. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 9. Complete all critical barriers or implement control cube method before construction begins.	15. All personnel entering work site are required to wear shoe covers 16. Do not remove barriers from work area until completed project is thoroughly cleaned by the Environmental Service Dept.		
Date		10. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.	17. Vacuum work area with HEPA filtered vacuums. 18. Wet mop with disinfectant.		
Initial		11. Seal holes, pipes, conduits, and punctures appropriately. 12. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.	19. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 20. Contain construction waste before transport in tightly covered containers. 21. Cover transport receptacles or carts. Tape covering. 22. Remove or isolate HVAC system in areas where is being done.		
Additional Requirements:					
Date Initials 12 Hour uninterrupted exchange required			Exceptions/Additions to this permit Date Initials are noted by attached memoranda		
Permit Request By:			Permit Authorized By:		
Date:			Date:		


**Infection Control Program  
Construction Rounds Compliance Monitor**

Review Date: \_\_\_\_\_ Observed by: \_\_\_\_\_

LOCATION	STANDARDS	NOT MET	RESPONSIBLE PERSON and COMMENTS
	Contractors Wearing Required Identification		
	Construction Personnel Wearing required PPE (e.g., hardhat, protective eyewear, footwear)		
	Air Pressure Barriers Active (e.g., negative pressure maintained, exhaust fans functioning, air quality adequate, no excess fumes/vapors)		
	Contractors Following Safe Work Practices (e.g., observe for trip and fall hazards, ladder safety, smoking rules met)		
	Walk-Off Mats Clean & Adequate to contain Construction Dust)		
	Construction Barriers Appropriate for Patient Population (sealed plastic with overlay, plywood barrier with door, closed patient doors etc.)		
	Construction Area Secure (e.g., barriers adequate to prevent entry of unauthorized persons, vermin, etc.)		
	Patient Care Equipment & Items Removed from Construction Area		
	Construction entry & Adjacent Areas Free of Dust & Debris		

[illegible]



 <p><b>Policy and Procedure</b></p>	Subject / Title	Policy No.: 850-122-26
	Contractor/Sub- Contractor Safety & Environmental Practices at HMC	Origination Date: 12/06
		Last Revision Date:
		Last Review Date: 6/07 By: <u>Tracy Aruga, Safety Officer</u> Name and Title
	Department: Administration	Supersedes Policy:
		Page: 1 of 7

#### **I. PURPOSE:**

To define the function and responsibilities of the Contractor/subcontractor with regard to safety, health and environmental issues. This policy explains HMC's requirements towards safety and health protection for Contractors to whom provides services for HMC.

#### **II. SCOPE:**

The Contractor Safety & Environmental Practices at Hilo Medical Center policy applies to all Contractors entering and/or providing services for HMC.

#### **III. POLICY:**

- Contractors/Subcontractors hired to supplement HMC's existing workforce are subject to the same safety and environmental rules and regulations as HMC employees.
- Contractor/Subcontractors are to comply with all federal, state and county safety and environmental regulations.
- Contractor/Subcontractor is responsible for conducting continuous monitoring activities of their operations so they are fully aware of the probable sources of potential injury, illness or other unsafe acts or conditions.
- Failure to comply with this policy may result in the immediate removal of the Contractor's/Subcontractor's employee(s) from the HMC campus.

#### **IV. BACKGROUND INFORMATION:**

HMC frequently uses outside Contractors and /or subcontractors to perform work at its facilities. There are times when these Contractor(s) perform work, which can impact patients, HMC employees and properties, as well as the general public. During these times, HMC requires that certain safety and environmental compliant practices be followed in addition to the ones the Contractor is required by law or contractual obligation to follow. This policy outlines these minimum safety and environmental requirements and is intended for use by all Contractor company personnel who control or supervise Contractor/subcontractor's workers. The policy is

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 2 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

intended to supplement rather than replace applicable federal, state and county regulations.

#### **V. RULES AND REGULATIONS:**

Contractor shall comply with all applicable laws, ordinances, rules and regulations, including with limitation compliance with all regulations and training requirements applicable to safety, health and the environment. Contractor shall give required notices, shall procure and pay for all necessary municipal and governmental permits, unless provided by the company, licenses and inspections.

It shall be the responsibility of the Contractor, or their designed representative, to inform its employees and all of its subcontractors of all applicable safety and environmental rules and regulations and to enforce same.

**HMC reserves the right to have removed from a site any contractor whose personnel do not comply with safety and environmental rules and regulations.**

#### **VI. FIRE SAFETY:**

Besides complying with federal, state and local regulations, the Contractor is expected to follow the requirements stated in NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.

The standard prescribes the minimum safeguards for construction, alteration and demolition operations in order to provide reasonably safety to life and property from fire during such operations.

#### **VII. PERSONAL PROTECTIVE EQUIPMENT – GENERAL REQUIREMENTS:**

The Contractor is responsible for supplying personal protective equipment (PPE) to its employees and to ascertain that its personnel wear any protective equipment that is required by federal, state and county laws, and HMC rules and regulations. It is HMC's policy that PPE **shall not** be loaned to contractor personnel.

The Contractor and its representatives are responsible for complying with all posted warning signs relating to PPE, on or at any of the HMC facilities.

#### **VIII. INFECTION CONTROL:**

During construction and renovation projects, the primary concern is often fire prevention, with secondary emphasis on general safety and exposure to chemicals. Often overlooked is the issue of infection control (IC). Construction procedures that can heighten infection risk in healthcare environments include demolition using inadequate barriers and exterior wall removal.

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 3 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

Hilo Medical Center created a policy to protect the welfare of patients susceptible to these types of environments. The Contractor is expected to abide by the procedures contained in the HMC Construction and Renovation policy, #800-125-30. A copy of this policy will be provided to the contractor prior to the start of the project.

#### **IX. HAZARDOUS WASTE MANAGEMENT:**

The Contractor must provide a list of actual and potential hazardous waste(s) to be generated during a project to the Safety Officer. Hazardous waste generated by a Contractor as part of its work is the responsibility of the Contractor. Contractors must ensure that their hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. Contractor employees must be trained to handle hazardous waste safely and in compliance with all applicable local, state and federal laws. For projects where temporary on-site storage is necessary, the Contractor must ensure at a minimum, proper labeling of containers and tanks, adequate secondary containment, segregation of incompatible materials and documentation of weekly inspections of these storage areas. Contractors must maintain an emergency plan and spill equipment to address, spills, fires, etc. In addition, all hazardous waste containers shall be constructed of a material that is compatible with the waste and kept securely closed at all times. The Contractor is responsible for completing all disposal documents, which may include but not limited to, waste profiles, waste analytical samples and hazardous waste manifests. Copies of these documents will be provided to the HMC Safety Officer at the end of the project for inclusion in HMC's project file.

In the event a Contractor encounters previously unidentified material that is reasonably believed to be radioactive, volatile, corrosive, flammable, explosive, biological, infectious, toxic, hazardous, asbestos containing, or oil based, the Contractor shall immediately stop work in the affected area and report the condition to the Safety Officer. At no time shall such material be disposed of in dumpsters, drains, pipes or any other waste container. The Contractor agrees to cooperate with the Safety Officer and consultants engaged by the hospital to perform services with respect to the analysis, detection, removal, containment, treatment, and disposal of such regulated material.

At no time shall hazardous materials be transported via private roads at Hilo Medical Center in a manner that could result in an unsafe condition for personnel or the environment. All transportation of hazardous materials while on HMC property shall be conducted in accordance with USDOT Hazardous Materials Regulations for proper packaging, marking/labeling, handling, documentation, etc. Contractors must ensure, in accordance with USDOT regulations, that proper shipping papers accompany shipments of hazardous materials and that a 24-hour emergency contact is available to address transportation related emergencies.

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 4 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

## **X. HAZARDOUS MATERIALS:**

It is the Contractor's responsibility to develop, implement and maintain their own Hazard Communication Plan that complies with 29 CFR 1910.1200. The Contractor shall submit an inventory of all hazardous chemicals that are brought on-site with accompanying Material Safety Data Sheets to the HMC Safety Officer. The Contractor shall also ensure that all containers that are brought on-site for storage of hazardous chemicals are labeled and inspected in accordance with all applicable regulations. The Contractor shall remove all hazardous chemicals that it brings on-site when work involving a specific hazardous chemical is complete.

The Contractor shall ensure its workers:

- Do not handle or use hazardous materials without training.
- Do not use solvents; paints, similar flammable, toxic, or irritating materials may be used in areas occupied by patients, visitors or employees unless specifically approved in writing by the Safety Officer.
- Maintain adequate ventilation when paints or solvents are used.
- Use flammable solvents and materials with extreme caution.
- Store flammable materials in approved flammable storage cabinets if inside buildings.

Based on the inventory of oil and hazardous chemicals that will be brought on-site, the Contractor shall have readily available equipment (e.g., absorbent pads and booms, secondary containment equipment) that is suitable and sufficient to control a potential spill/release. The Contractor is responsible for identifying conveyances to the environment (e.g., storm drains, floor drains) and adequately minimizing spill potential to these areas.

The Contractor is responsible for the proper storage of all flammable and combustible materials that are brought and/or stored on-site to complete the work of this contract. Such storage may require the use of safety containers, safety cabinets, and/or secondary containment. The Contractor shall ensure that any incompatible chemicals are safely segregated. The Contractor must use appropriate protective procedures such as double containments, inspections, employee training, overflow protection, and other measures as part of activities involving the use, storage, or handling of petroleum products or hazardous materials on Hilo Medical Center's campus.

The Contractor shall not use any insecticide products on the hospital's property unless such activities are part of your contracted work and you are specifically trained and licensed to do so. If a Contractor or his/her employees see evidence of cockroaches, mice, ants, or other pests during the course of their work, they must notify the Safety Officer immediately. Contractors must ensure that they perform on-site operations in a manner that optimizes the potential for pest infestation including, but not limited to,

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 5 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

maintaining housekeeping on project site, utilizing rodent proof trash receptacles, and securing door/window/wall penetrations and other access points.

#### **XI. BIOLOGICAL/CHEMICAL/RADIOLOGICAL HAZARDS:**

Several Hilo Medical Center departments involve the use of biological, chemical or radioactive material that can be hazardous to HMC's patients, visitors and staff if not handled properly. Areas where work with biological, chemical or radioactive materials is being performed will be marked or identified with appropriate signage. Do not enter these areas and do not handle these hazardous materials unless it is part of your contracted work and you are specifically trained to do so.

#### **XII. ASBESTOS CONTAINING MATERIALS:**

Hilo Medical Center will have determined, before work is begun, the presence, location and quantity of asbestos-containing or potentially asbestos containing materials (ACM) that would specifically impacted by the work of your contract. A specific audit report will be provided to you for these areas in question. The Contractor shall not disturb, damage or otherwise handle any suspect asbestos-containing materials unless such activities are part of your contracted work and you are specifically trained to do so. Asbestos abatement contractors shall coordinate with the Safety Officer and the HMC Maintenance department for specific requirements for asbestos abatement work. The Contractor must provide copies of all appropriate licenses/permits and certifications prior to commencing work.

If it is part of the Contractor's work, stripping of floor finishes shall be done using low abrasion pads at speeds lower than 300 rpm and wet method shall be used. The Contractor shall take care not to over strip floors and shall stop stripping immediately upon removal of the old surface coat. Sanding of flooring material is strictly prohibited unless it is part of your contracted work and you are specifically trained to do so.

#### **XIII. LOCKOUT/TAGOUT:**

Hilo Medical Center protects its patients, visitors and employees in part by complying with 29 CFR 1910.147 – Control of Hazardous Energy Sources. As part of HMC's Lockout/Tagout program, standard locks and tags are used to control the start-up of equipment that is being serviced or maintained by its employees. At no time shall the Contractor or its employees override any locks or tags that they encounter during the performance of its work.

The Contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout program in accordance with OSHA regulations as it applies to the work of their contract. The Contractor will maintain a log of all machines and equipment that are locked out and/or tagged out during the performance of the work

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 6 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

of this contract. This log shall identify the equipment that was worked on, the date that work was performed, and the name of the individual performing the work. The Contractor will submit this log to the Safety Officer upon request.

#### **XIV. FALL PROTECTION:**

Contractors are responsible for complying with 29 CFR 1926, Subpart M – Fall Protection, as it applies to their work on the hospital's campus. Responsibilities include, but are not limited to:

- Provide Contractor employees with personal fall protection equipment or other hazard control measures listed within the fall protection standard and ensure their proper usage.
- Maintain guardrails, mid rails, and toe boards located in the hospital's buildings or property unless removal is approved as part of the work.
- Cover all open holes, skylights, trenches, or excavations into which HMC's patients, visitors or employees may fall and /or have guardrails installed around them.
- Ensure Contractor personnel are trained in accordance with the requirements listed in 29 CFR Subpart M.
- Ensure falling hazards are thoroughly communicated to Contractor employees and subcontractors.

#### **XV. COMPRESSED GAS CYLINDERS:**

Compressed gases can pose a sever hazard to HMC's patients, visitors and employees, neighbors and property. Therefore, Contractors must take the following measures for the protection of others:

- Valve protection caps must be in place when compressed gas cylinders are transported, moved or stored.
- Close cylinder valves and replace valve covers when work is completed and when cylinders are empty or moved.
- Secure compressed gas cylinders in an upright position in a welding cart or to a solid object, securing chains or straps.
- Keep cylinders at a safe distance or shielding from welding or cutting operations. Do not place cylinders where they can contact an electrical circuit.
- Keep oxygen and flammable gas regulators in proper working order and a wrench in position on the acetylene valve when in use. If not manifolded together, separate oxygen and flammable gas cylinder by 20 feet.
- If a leak develops in a cylinder and it cannot be immediately corrected, move cylinder to a safe location outside the building.
- Use only approved spark igniters to light torches.

Subject: Contractor/Sub-Contractor Safety & Environmental Practices at HMC	Policy No.: 850-122-26
Department: Administration	Page: 7 of 7
Origination Date: 12/06	Reviewed: 6/07      Revised:

## **XVI. WELDING, CUTTING AND BRAZING:**

The Contractor will maintain its own Hot Work Permit system in accordance with OSHA 29 CFR 1910.252. In addition, the Contractor must take the following measures:


- Remove combustible materials from the area before beginning work.
- Elevate oxygen/acetylene hoses above the work area or otherwise protect them from damage.
- Install anti-flash back valves in both the oxygen/acetylene hoses at the regulator.
- Shield adjacent areas with welding partitions.
- Have a second person stand by with an approved fire extinguisher for welding and burning operations in accordance with OSHA regulations and permit requirements. This person shall remain in the area for a minimum of 30 minutes after the hot work is completed to ensure the site is cold.

## **XVII. CONTRACTOR ACCIDENTS:**

The Contractor shall report any accident or near miss within 24 hours to the Safety Officer. Incidents that involves the patients, visitors or HMC employees, results in an injury, or affects the environment shall be reported. Incidents that did not cause injury or property damage, but easily could have are to be reported as well.

## **XVIII. REFERENCES:**

- A. Code of Federal Regulations Title 29 – Labor 1900 to End.
- B. NFPA 241, 2000.
- C. Hilo Medical Center #800-125-30, 07/2005. Construction and Renovation.
- D. Compressed Gas Association, CGA P-1, 2000. Safe Handling of Compressed Gases In Containers.

 <p><b>Policy and Procedure</b></p>	<b>Subject / Title:</b>  <b>OUTSIDE CONTRACTORS WORKING ON THE FACILITY</b>	<b>Policy No.:</b> 743-150-08
		<b>Origination Date:</b> 9/02
		<b>Last Revision Date:</b>
		<b>Last Review Date:</b> 1/08 <b>By:</b> <u>Warren Okabayashi,</u> <u>Institutional Facility Superintendent</u> Name and Title
	<b>Department:</b> MAINTENANCE	<b>Supersedes Policy:</b> Page: 1 of 2

## I. POLICY:

All outside contractors will coordinate all work within the Hospital with the Maintenance Department before beginning work. Outside contractors will meet all competency expectations of the hospital.

## II. PROCEDURE:


- A. Before beginning work, all outside contractors shall check in at the Maintenance Department office. The outside contractor will supply the following information: scope of work, authorization, duration and any pertinent information that is required.
- B. All contractors shall work as professionally as possible so as not to aggravate patients, staff and visitors.
- C. All contractors shall follow the hospital "no smoking" policy.
- D. If special parking is required, permission shall be granted and coordinated through Maintenance Department.
- E. All contractors are to maintain their work area as clean as possible while working and clean up thoroughly when finished.
- F. If any utilities or critical systems are to be interrupted, notification of Maintenance Department personnel is mandatory. Maintenance department personnel will in turn assist with the interruption of service and notify the affected departments.
- G. All contractors are asked to use competent subcontractors on hospital projects. Poor work practice will not be tolerated.
- H. All contractors are expected to use courtesy. Loud and abusive language will not be tolerated.
- I. Contractors must provide assurance not to block corridors and fire exits.



Subject: Outside Contractors Working in the Facility	Policy No. 743-150-08
Department: Maintenance	Page: 2 of 2
Origination Date: 9/02	Reviewed: 1/08 Revised:

- J. Any life safety code violations incurred during construction or renovation will result in close coordination with plant operations interim life safety measures. The measures are required by Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
- K. All contractors working above the ceiling are required to replace all disturbed ceiling tiles.
- L. All penetrations in smoke partitions are to be sealed with fire caulk before final payment is made.
- M. Upon completion of daily activities contractors are asked to check out and report progress to the Engineering Department.
- N. Competency of Outside Contractors:
  1. Outside contractors will ensure the competency of their employees by verifying his/her education and training, evidence of required licensure, certification or registration (if applicable) and evidence that the employee's knowledge and experience are appropriate for his/her job functions. The competency of outside contractor's employees who do not have direct patient contact will be equivalent with the work the employees will perform and the risk to patients, staff and visitors.
  2. Outside contractors may provide one of the following to the hospital to ensure competency of its employees:
    - Provide a letter assuring the hospital that the contractor has verified the employee's qualification and will perform ongoing competency assessments;
    - Provide a memorandum of certification outlining how it meets the hospital's requirements;
    - Provide language in the contract stating qualifications and assessment requirements;
    - Provide the hospital with the opportunity to visit the contractor to review credentials and document the review.

Note: The JCAHO does not currently require the hospital to request that the outside contractor provide the actual performance appraisal for each individual.
  3. Equipment servicers are presumed competent by the JCAHO if the servicer is the employee of the original equipment manufacturer and they are working on their own equipment.

 <p><b>Policy and Procedure</b></p>	<b>Subject / Title:</b> OUTSIDE CONTRACTORS – HAZARD COMMUNICATIONS PROGRAM	<b>Policy No.:</b>
		<b>Origination Date:</b>
		<b>Last Revision Date:</b>
		<b>Last Review Date:</b>
	<b>Department:</b> ENGINEERING	By: _____ <small>Name and Title</small> Plan for revision <input type="radio"/> yes <input type="radio"/> no
		<b>Supersedes Policy:</b>
		<b>Page:</b> 1 of 1

**I. POLICY:**

- It is the responsibility of Engineering to provide onsite contractors with the following information:
  - Hazardous chemicals to which they may be exposed while on the job site.
  - Precautions the contractor and his/her employees may take to lessen the possibility of exposure by usage of appropriate protective measures.
- It is the responsibility of Engineering to contact each contractor before work is started to gather and disseminate information concerning hazards which the contractor will bring into the workplace.
- Compliance with the OSHA Hazard Communications Standard is certified by:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**GENERAL CONDITIONS**  
(PURCHASE OF GOODS AND SERVICES FROM NON-HEALTHCARE SERVICE PROVIDERS)  
(FOR NON-HRS 103D AGREEMENTS)

---Table of Contents---

	<u>PAGE</u>
1. <u>COORDINATION OF SERVICES BY HHSC</u> .....	2
2. <u>RELATIONSHIP OF PARTIES; INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES</u> .....	2
3. <u>PERSONNEL REQUIREMENTS</u> .....	2
4. <u>CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS</u> .....	2
5. <u>NONDISCRIMINATION</u> .....	3
6. <u>CONFLICTS OF INTEREST</u> .....	3
7. <u>SUBCONTRACTS AND ASSIGNMENTS; CHANGE OF NAME</u> .....	3
8. <u>INDEMNIFICATION AND DEFENSE</u> .....	3
9. <u>LIQUIDATED DAMAGES</u> .....	3
10. <u>SUSPENSION OF AGREEMENT</u> .....	4
11. <u>TERMINATION FOR DEFAULT</u> .....	4
12. <u>TERMINATION FOR CONVENIENCE BY HHSC</u> .....	5
13. <u>CHANGE ORDERS TO GOODS AND SERVICES AGREEMENTS</u> .....	6
14. <u>MODIFICATIONS OF AGREEMENT</u> .....	7
15. <u>VARIATIONS IN QUANTITY FOR DEFINITE QUANTITY AGREEMENTS</u> .....	7
16. <u>CLAIMS BASED ON THE HEAD OF THE PURCHASING AGENCY'S ACTIONS OR OMISSIONS</u> .....	7
17. <u>COSTS AND EXPENSES</u> .....	8
18. <u>PAYMENT PROCEDURES</u> .....	8
19. <u>CONFIDENTIALITY OF MATERIAL</u> .....	8
20. <u>CORPORATE COMPLIANCE PROGRAM</u> .....	9
21. <u>BUSINESS ASSOCIATE; PRIVACY AND SECURITY ADDENDUM</u> .....	9
22. <u>PUBLICITY</u> .....	9
23. <u>OWNERSHIP RIGHTS AND COPYRIGHT</u> .....	9
24. <u>INSURANCE</u> .....	9
25. <u>LIENS AND WARRANTIES</u> .....	10
26. <u>ACCESS TO BOOKS AND RECORDS AND AUDIT BY HHSC</u> .....	10
27. <u>ANTITRUST CLAIMS</u> .....	10
28. <u>GOVERNING LAW</u> .....	10
29. <u>COMPLIANCE WITH LAWS</u> .....	10
30. <u>CAMPAIGN CONTRIBUTIONS</u> .....	11
31. <u>ENTIRE AGREEMENT</u> .....	11
32. <u>COUNTERPARTS</u> .....	11
33. <u>SEVERABILITY</u> .....	11
34. <u>WAIVER</u> .....	11

1. **COORDINATION OF SERVICES BY HHSC.** The "head of the purchasing agency", (through the Technical Representative(s), or other designee as specified in the Agreement), shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in this Agreement. The CONTRACTOR shall maintain communication with the head of the purchasing agency through the Technical Representative(s) or other designee at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any HHSC region or facility which is authorized to enter into contracts for the procurement of goods and services. The term "HHSC" refers to HHSC and the region or facility entering into this Agreement.
2. **RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES.**
  - a. In the performance of services required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this agreement; however, HHSC shall have a general right to inspect work in progress to determine whether, in HHSC's opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that HHSC does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities.
  - b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of HHSC for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the HHSC any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to HHSC employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes and (iii) general excise taxes. Unless provided otherwise by agreement between the parties, The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, HRS, and shall comply with all requirements thereof.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that are or may be required by law, and for payment of all premiums, costs and other liabilities associated with securing the insurance coverage.
3. **PERSONNEL REQUIREMENTS.**
  - a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.
  - b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied. Where the facility is Joint Commission accredited, CONTRACTOR agrees to meet all applicable Joint Commission standards.
4. **CONTRACTOR EXCLUSION FROM FEDERAL PROGRAMS.** CONTRACTOR affirmatively states that it and none of its employees, agents or subcontractors performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (Section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC

reserves the right to verify that the above statement is true and to immediately cancel this Agreement in the event it is not true.

5. **NONDISCRIMINATION.** No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law or regulation.
6. **CONFLICTS OF INTEREST.** The CONTRACTOR represents that neither the CONTRACTOR, nor any employees or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.
7. **SUBCONTRACTS AND ASSIGNMENTS; CHANGE OF NAME.**
  - a. **No assignment without consent.** The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless the CONTRACTOR obtains the prior written consent of HHSC.. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Agreement shall be effective unless and until the assignment is approved by HHSC.
  - b. **Recognition of a successor in interest.** When in the best interests of HHSC, a successor in interest may be recognized in an assignment agreement in which HHSC, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
    - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
    - (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against HHSC; and
    - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
  - c. **Change of name.** When the CONTRACTOR asks to change the name under which it holds this Agreement with HHSC, the contract officer of the purchasing agency shall, upon receipt of a document acceptable or satisfactory to said officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR'S name shall specifically indicate that no other terms or conditions of this Agreement are thereby changed.
8. **INDEMNIFICATION AND DEFENSE.** The CONTRACTOR shall defend, indemnify and hold harmless HHSC, the contracting facility and their directors, employees and agents from and against all liability, loss, damage, cost and expense, including all attorneys' fees and costs, and all claims, suits and demands therefore, arising out of or resulting from any acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement for any reason.
9. **LIQUIDATED DAMAGES.** When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 11 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the HHSC the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the HHSC reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 11.d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.

10. **SUSPENSION OF AGREEMENT.** HHSC reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

- a. Order to stop performance. The head of the purchasing agency may, by written order to the CONTRACTOR at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period of time not exceeding sixty (60) days unless the parties agree to a different period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any other period to which the parties shall have agreed, the head of the purchasing agency shall either:
  - (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement
- b. **Cancellation or expiration of the order.** If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery or performance schedule or contract price, or both, and the Agreement shall be modified in writing accordingly, if:
  - (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement and
  - (2) The CONTRACTOR asserts a claim for such adjustment within thirty (30) days after the end of the period of performance stoppage provided that if the head of the purchasing agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- c. **Termination of stopped performance.** If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. **Adjustment of price.** Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provisions of this Agreement.

11. **TERMINATION FOR DEFAULT.**

- a. **Default.** If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the head of the purchasing agency may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the head of the purchasing agency, such officer may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the head of the purchasing agency may procure similar goods or services in a manner and upon the terms deemed appropriate. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods and services.

- b. CONTRACTOR'S Duties. Notwithstanding termination of the Agreement and subject to any directions from the head of the purchasing agency, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the State of Hawaii or HHSC has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the HHSC shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the head of the purchasing agency. If the parties fail to agree, the head of the purchasing agency shall set an amount. The HHSC may withhold from amounts due the CONTRACTOR such sums as the head of the purchasing agency deems to be necessary to protect the HHSC against loss because of outstanding liens or claims and to reimburse the HHSC for the excess costs expected to be incurred by the HHSC in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and failure arises out of causes such as; acts of God; acts of a Public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the head of the purchasing agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the HHSC under this Agreement. As used in this paragraph the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 11.d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

**12. TERMINATION FOR CONVENIENCE BY HHSC.**

- a. Termination for convenience of goods and services agreements The head of the purchasing agency may, when the interests of HHSC so require, terminate this Agreement in whole or in part, for the convenience of HHSC. HHSC shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when such termination becomes effective. HHSC shall exercise its rights under this paragraph in good faith and only when circumstances subsequent to the signing of this Agreement are changed to the extent that continuation of the Agreement is not in the best interest of HHSC. Such termination shall not be arbitrary or capricious.
- b. CONTRACTOR's obligations. The CONTRACTOR shall mitigate the cost of termination and incur no further obligations in connection with the terminated performance. The CONTRACTOR will stop performance to the extent specified on the date(s) set in the notice of termination. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The head of the purchasing agency may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to HHSC. The

CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The head of the purchasing agency may require the CONTRACTOR to transfer title and deliver to HHSC in the manner and to the extent directed by the head of the purchasing agency:
    - (1) Any completed goods or work product; and
    - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement; and
    - (3) The CONTRACTOR shall, upon direction of the head of the purchasing agency, protect and preserve property in the possession of the CONTRACTOR in which the HHSC has an interest. If the head of the purchasing agency does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that HHSC has breached the Agreement by exercise of the termination for convenience provision.
  - d. Compensation. The CONTRACTOR may submit a termination claim specifying the unavoidable costs incurred because of the termination for convenience. This claim is in addition to any claim for payment for goods or services already performed prior to the termination. The head of the purchasing agency shall review the termination claim and respond to the CONTRACTOR with written objections or full payment within 60 days, provided that the claim is substantiated with invoice documentation. The amount paid for a termination claim shall be determined by the head of the purchasing agency but in no event shall exceed the amount remaining on the contract.
13. CHANGE ORDERS TO GOODS AND SERVICES AGREEMENTS. A change order is a written order signed by the head of the purchasing agency, directing the CONTRACTOR to make changes which the below "change clause" authorizes the head of the purchasing agency to order without the consent of the CONTRACTOR.
- a. Change clause. By written order, at any time, and without notice to any surety, the head of the purchasing agency may, unilaterally, order of the CONTRACTOR:
    - 1.) Changes in the work within the scope of the Agreement; and
    - 2.) Changes in the time of performance of the Agreement that do not alter the scope of the work of the Agreement.
  - b. Adjustment of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Agreement or as negotiated. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the head of the purchasing agency promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as HHSC deems reasonable. The right of the CONTRACTOR to dispute the Agreement price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established in the Agreement or in these rules.
  - c. Time period of claim. Within ten (10) days after receipt of a written change order, unless the period is extended by the head of the purchasing agency in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.
  - d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this Agreement.



- e. Claims not barred. In the absence of a change order, nothing in the clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Agreement or for breach of contract.

**14. MODIFICATIONS OF AGREEMENT.**

- a. In writing. Any modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be made by written amendment to this Agreement signed by the CONTRACTOR and HHSC. Change orders shall be made in accordance with paragraph 13 herein.
- b. No oral modification. No oral modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement shall be permitted or acknowledged.
- c. Adjustment of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Agreement or as negotiated.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Agreement is not made prior to final payment under this Agreement.
- e. Claims not barred. In the absence of a written modification to the Agreement, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Agreement or for a breach of contract.

**15. VARIATION IN QUANTITY FOR DEFINITE QUANTITY AGREEMENTS.** Upon the agreement of HHSC and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in the Agreement, may be increased by a maximum of ten percent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the head of the purchasing agency makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another agreement.

**16. CLAIMS BASED ON THE HEAD OF THE PURCHASING AGENCY'S ACTIONS OR OMISSIONS**

- a. Change in scope. If any action or omission on the part of the head of the purchasing agency (which term includes the designee of such officer) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages or a extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of proper officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages or extension of time for completion, provided:
  - (1) Written notice required. The CONTRACTOR shall give written notice to the head of the purchasing agency:
    - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
    - (B) Written thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance or
    - (C) Within such further time as may be allowed by the head of the purchasing agency in writing.
  - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages or an extension of time. The head of the purchasing agency, upon receipt of such a notice, may rescind such action, remedy such omission or take such other steps as may be deemed advisable.
  - (3) Basis must be explained. The notice required by this paragraph must describe as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages or an extension or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the head of the purchasing agency within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to HHSC, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however shall excuse the CONTRACTOR from compliance with any rules or laws precluding collusion or bad faith in causing the issuance of or performing change orders which are clearly not within the scope of the Agreement.
17. **COSTS AND EXPENSES.** Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to the following guidelines, unless otherwise stated in the Agreement:
- a. Reimbursement for air transportation shall be for actual cost or coach class airfare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowable (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for State officers and employees in the executive branch who are excluded from collective bargaining coverage.
18. **PAYMENT PROCEDURES**
- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been preformed by the CONTRACTOR according to the Agreement.
- b. Prompt payment.
- (1) Any money, other than retain age, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retain age, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- c. Payment only for work under contract. HHSC is not responsible to pay for work performed by CONTRACTOR or its subcontractors that is not in this Agreement and any amendments or change orders thereto. All CONTRACTORS must follow paragraph 14, Modifications of Agreement or paragraph 13, Change Orders to Goods and Services Agreements and must have proper authorization before performing work outside the original Agreement.
19. **CONFIDENTIALITY OF MATERIAL.**
- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the HHSC. It is acknowledged and agreed that all of the trade secrets, business plans, marketing plans, know how, data, contracts, including this Agreement, documents, scientific and medical concepts, billing records, personnel records, medical records of any kind, and referral sources for existing or future services, products, operations, management, business, pricing, financial status, valuations, business plans, goals, strategies, objectives and

agreements of HHSC and any of its facilities, affiliates or subsidiaries, and all patient information in any form, whether written, verbal or electronic are confidential ("Confidential Information"); provided, however, that Confidential Information, with the exception of patient information, shall not include information that is in the public domain.

- b. All information, data, or other material provided by the CONTRACTOR to the HHSC is subject to the Uniform Information Practices Act, chapter 92F, HRS, as modified by chapter 323F HRS.
20. **CORPORATE COMPLIANCE PROGRAM.** A description of the Corporate Compliance Program of HHSC is posted on the HHSC internet ([www.hhsc.org](http://www.hhsc.org)). The CONTRACTOR, by signing this contract, acknowledges that it has read said description, and that the CONTRACTOR knows of the fact and substance of the Corporate Compliance Program, which governs operations at all facilities of the HHSC. The CONTRACTOR understands and agrees that employees, agents, and contractors performing any services at any of the HHSC facilities shall be fully subject to such Corporate Compliance Program, as may be amended from time to time, as well as all federal program requirements and applicable policies and procedures of HHSC and its facilities. The Corporate Compliance Program requires periodic training, including an orientation program, of all people who provide financial, business office, personnel, coding, medical records information systems and clinical services in the facility. The CONTRACTOR agrees to cause its employees, agents and contractors who provide any services at any financial, business office, personnel, coding, medical records information systems and clinical services at any of the HHSC facilities to participate in the orientation and training programs.
21. **BUSINESS ASSOCIATE; PRIVACY AND SECURITY ADDENDUM.** By signing this agreement, CONTRACTOR acknowledges that it is a Business Associate of HHSC within the meaning of the federal privacy and security laws as stated in 45 C.F.R. Parts 160 and 164, Subparts A, C, and E. CONTRACTOR further acknowledges that it has read the Privacy and Security Addendum, which is posted on the HHSC internet ([www.hhsc.org](http://www.hhsc.org)) and is applicable to all Business Associates. Said Privacy Addendum is hereby incorporated by reference and made a part of this agreement as if fully repeated herein. By signing this contract, CONTRACTOR agrees to fully comply with, and be bound by, all the terms set forth in the Privacy and Security Addendum.
22. **PUBLICITY.** The CONTRACTOR shall not refer to the HHSC or any office, agency, or Officer thereof, or any HHSC employee, including the head of the purchasing agency, the Agency procurement officer, the HHSC Board of Directors, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR without the explicit written consent of HHSC. All media contacts with the CONTRACTOR about the subject matter of this Agreement shall be referred to the Agency Procurement officer.
23. **OWNERSHIP RIGHTS AND COPYRIGHT.** HHSC shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement and all such material shall be considered "works for hire." All such materials shall be delivered to HHSC upon expiration or termination of this Agreement. HHSC, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Agreement.
24. **INSURANCE.** During the term of this Agreement, CONTRACTOR shall maintain at all times or cause to be maintained general and professional liability insurance coverage for CONTRACTOR and its employees rendering services to HHSC under this Agreement. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by HHSC, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate, or such greater amount as may be required from time to time by HHSC. Said policies shall provide that HHSC shall receive not less than thirty (30) days notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from HHSC. HHSC shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, CONTRACTOR shall provide HHSC with a certificate of insurance. Thereafter, prior to the expiration of each policy period, the insurance carriers for CONTRACTOR shall provide HHSC with certificates of insurance evidencing the foregoing coverage and provisions. HHSC reserves the right to request a

certified copy of the policies. CONTRACTOR shall also carry workers' compensation insurance for CONTRACTOR'S employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and HHSC shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

**25. LIENS AND WARRANTIES.**

- a. Liens. All products provided under this Agreement shall be free of all liens and encumbrances.
- b. Warranties for products and services. In the event this Agreement is for the provision of products (goods or equipment), CONTRACTOR warrants that it has all rights, title and interest in and to all products sold, leased or licensed to HHSC. CONTRACTOR also warrants that the products shall substantially conform to all descriptions, specifications, statements of work and representations set forth in the Agreement, schedules, publications of CONTRACTOR and/or any order(s) and will be free from defects in materials, performance, workmanship and design. CONTRACTOR further warrants that it will perform any services required with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of HHSC. Any specific warranty periods shall be as set forth in the proposals, schedules, orders or Special Conditions pertaining to this Agreement but in any event such warranty period shall not be less than one (1) year.

**26. ACCESS TO BOOKS AND RECORDS AND AUDIT BY HHSC.** If the value or cost of Services rendered to HHSC pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, CONTRACTOR agrees as follows:

- a. Until the expiration of four (4) years after the furnishing of such services, CONTRACTOR shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services; and
- b. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period such subcontract shall contain and CONTRACTOR shall enforce a clause to the same effect as paragraph 26.a, above. The availability of CONTRACTORS' books, documents and records shall be subject to all applicable legal requirements, including such criteria and procedures for obtaining access that may be promulgated by the Secretary. The provisions of paragraph 26.a and 26.b. shall survive the expiration or other termination of this Agreement regardless of the cause of such termination.
- c. HHSC may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to this Agreement.

**27. ANTITRUST CLAIMS.** The HHSC and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to HHSC any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the HHSC under an escalation clause.

**28. GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a State court of competent jurisdiction in Hawaii.

**29. COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all federal, State, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Agreement.

30. **CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-205.5, Hawaii Revised Statutes, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Agreement through the completion of the Agreement to: (a) directly or indirectly make any contribution or to promise expressly or impliedly to make any contribution to any political party, committee or candidate or to any person for any political purpose or use; or (b) knowingly solicit any contribution from any person for any purpose during any period.
31. **ENTIRE AGREEMENT.** This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the HHSC and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the HHSC and the CONTRACTOR other than as set forth or as referred to herein.
32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.
33. **SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or non-enforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
34. **WAIVER.** The failure of HHSC to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of HHSC's right to enforce the same in accordance with this Agreement. The fact that HHSC specifically refers to one provision of the law, and does not include other provisions shall not constitute a waiver or relinquishment of HHSC's rights or the CONTRACTOR's obligations under the law.

## **SPECIAL CONDITIONS**

1. Any Physicians or other individuals who are parties to or otherwise perform services under this Agreement and who meet the definition of "Covered Persons" set forth below shall comply with Hilo Medical Center's Compliance Program, including without limitation participating in required training related to the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and the Stark Law (42 U.S.C. § 1395nn). For purposes of this provision, "Covered Persons" include:
  - a. all owners, officers, directors, and employees of Hilo Medical Center;
  - b. all contractors, subcontractors, agents, and other persons who provide patient care items or services or who perform billing or coding functions on behalf of Hilo Medical Center; and
  - c. all physicians with active medical staff privileges at Hilo Medical Center.

However, part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year are not considered Covered Persons, but will be considered Covered Persons at the point when they work more than 160 hours during the calendar year.

2. The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.
3. The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Contracting Officer may, upon receipt of such written notice, immediately terminate this Agreement if the Contracting Officer or HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
4. The CONTRACTOR shall execute such additional documents that HHSC reasonably requests. Without limiting the generality of that statement, the CONTRACTOR shall, if requested, execute a written certification that it has received, read, understood, and will abide by Hilo Medical Center's Code of Conduct (available at [http://www.hhsc.org/easthi/hmc/code\\_of\\_conduct.pdf](http://www.hhsc.org/easthi/hmc/code_of_conduct.pdf)).